

CENTURION COUNSEL, INC.

**S T R A T E G I C A S S E T
A L L O C A T I O N**

CLIENT DOCUMENTS



CENTURION

COUNSEL, INCORPORATED

CENTURION COUNSEL, INC.

Discretionary Investment Management Agreement

CENTURION COUNSEL, INC. Discretionary Investment Management Agreement

This Investment Management Agreement is made between _____ (hereafter "Client") and CENTURION COUNSEL, INC. (hereafter "CENTURION") and is entered into on the date of acceptance by CENTURION.

Appointment. The Client hereby appoints CENTURION as the exclusive investment management advisor of Client's designated assets (the "Assets"), subject to the terms and conditions set forth in this Agreement. CENTURION is an investment advisor duly registered under the Investment Advisors Act of 1940 (the "Advisors Act").

Authorized Services. CENTURION is hereby authorized to advise Client and manage the Assets under CENTURION's strategic asset allocation program (the "SAA Program"). Under its SAA Program, CENTURION employs strategic asset allocation techniques to analyze Client's Assets and to design investment portfolios and implement investments consistent therewith which CENTURION judges advisable in order to achieve Client's stated objectives within the context of Client's stated circumstances. In advising Client and managing the Assets, CENTURION may apply such investment policies, strategies and techniques consistent with Client's objectives and circumstances as it deems appropriate, including those described in Part II of CENTURION's Form ADV filed with the Securities and Exchange Commission, as it may from time to time be amended (the "Brochure").

Trading Authority. Client authorizes CENTURION to place orders with the execution broker to purchase, sell, exchange, lend or liquidate securities for this account including stocks, bonds, mutual funds, options on securities and other securities. CENTURION may act or forebear action as it deems appropriate, with or without other consent or authority of Client. Additionally, Client authorizes CENTURION to buy, sell, finance or place in safekeeping other non-security investment(s) on Client's behalf.

Custody of Assets. All Client's Assets shall at all times be maintained with a custodian (who may be the executing broker-dealer). As a condition to this Agreement, Client shall give CENTURION Client's Limited Power of Attorney in the form included with this Agreement. At no time shall CENTURION withdraw or otherwise receive, retain, or physically control any cash, securities or other assets of the Client except for the payment of its investment management fee as provided herein.

Client Accounts. In managing the Assets, CENTURION shall establish and maintain such accounts in the name of Client as CENTURION deems appropriate. Each such account shall be segregated, identified as Client's account, contain only Client's funds and securities, and be held in safekeeping reasonably free from risk of destruction or loss. CENTURION shall keep a separate record for each of Client's accounts. All transactions regarding such accounts shall be subject to the applicable rules, regulations, customs and usage of the exchange or market where executed.

Choice of Custodians, Broker-Dealers. If Client has not directed CENTURION to use a specific custodian and execution broker-dealer, who may be one or the same, then CENTURION may transact with any duly licensed broker or dealer it considers to be satisfactory, including the broker-dealer who introduces Client to CENTURION, and such broker-dealer may be affiliated with CENTURION.

Investment Management Fee. For its services hereunder, Client shall pay CENTURION an annual investment management fee based upon the net asset value of the Assets under management as set forth in Schedule A attached. Such fee shall be paid and earned in advance for each calendar quarter during the term. Client may direct the custodian to pay out of the Assets CENTURION's investment management fee, and by Client's execution hereof, Client authorizes the custodian to pay such fee to CENTURION, so long as CENTURION at the same time sends a bill to Client and to the custodian and the bill shows the amount of the fee, how it was calculated, and the value of the Assets on which the bill is based. CENTURION must also send Client a statement, at least quarterly, showing all amounts disbursed from the account in payment of the investment management fee. Client acknowledges and understands it is Client's responsibility, and not that of the custodian, to confirm that the amount and payment of such fee is correct under the terms of this Agreement.

Cooperation of Client. At CENTURION's request, Client agrees to provide promptly any additional documents and information and to promptly execute and deliver any additional directions, orders or instruments as CENTURION may from time to time request from Client as necessary or appropriate for CENTURION to provide its services hereunder.

Voting Proxies. CENTURION shall not have and shall not assume any authority or power to vote proxies with respect to any securities which are part of the Assets. CENTURION shall use its best efforts to direct the custodian to forward copies of any such proxy materials it receives to the Client in the manner required under applicable law. The Client acknowledges that it is Client's responsibility to vote any such proxies, although the Client may under the terms of this Agreement confer with CENTURION at any time or from time to time if Client so desires respecting voting of any such proxies.

Consent for Cross-Agency Transactions. CENTURION may from time to time determine it to be advantageous to Client for CENTURION to execute Client's securities trades in an agency cross-transaction. Where CENTURION acts on behalf of Client and CENTURION and/or its affiliate broker-dealer acts as a broker on behalf of another CENTURION client in the same agency transaction (but not as a principal or dealer transaction) for each party. Client acknowledges the conflict of interest which may arise where a sale is being made on behalf of each client and a purchase is being made on behalf of the other.

Client agrees to CENTURION executing agency cross-transactions, but only if:

- (i) CENTURION discloses to Client in writing the capacities in which it and its affiliates act, the possibility of conflicting division of loyalty and responsibility it may face in cross agency transactions;
- (ii) each agency transaction is confirmed in writing;
- (iii) CENTURION provides Client with an account summary of all agency cross-transactions; and
- (iv) all Client statements disclose the fact that Client may terminate the agency cross-transactions authority at any time by written notice to CENTURION.

CENTURION shall not recommend a cross-transaction to both sells and purchase. Client may revoke this written consent at any time by giving written notice to CENTURION.

Principal Transactions. CENTURION is not authorized to engage in principal transactions with Client unless Client first consents to principal transactions and the transaction otherwise satisfies the requirements of Section 206(3) of the Advisors Act.

Expenses, Fees Paid by Others. CENTURION may from time to time receive a fee or other tangible or intangible compensation from unaffiliated broker-dealers for executing securities transactions for Client with such broker-dealers. CENTURION will do so only if such transactions remain in Client's best interests and satisfy CENTURION's obligations to obtain best execution of the transaction for Client.

Possible Duplication of Fees. CENTURION may cause some of the Assets to be invested in mutual funds or other investments where the manager of the fund receives a fee for managing the fund's investments. In these investments, Client pays a proportionate share of the fund's management and administration costs and sales charges, in addition to CENTURION's investment management fee under this Agreement.

Termination. CENTURION's control and authority over the account may be terminated upon receipt of a written notice by Client and/or designated agent. Upon termination of the Agreement, fees paid through the end of the quarter, if any, are retained by CENTURION. Should Client terminate CENTURION's services, the securities in kind and cash in the account will be transferred to a custodian of the Client's choice at no cost. However, if Client terminates services and instructs CENTURION to liquidate securities and then transfer the proceeds to a new custodian, a commission not to exceed 3/4 of one percent (1%) will be charged on the value of liquidating sales if the account is terminated within two (2) years of the original date of this Agreement.

Standard of Care. CENTURION shall use its best efforts to achieve Client's investment objectives. Client acknowledges and understands that risks are inherent to investing and that there is no assurance that

CENTURION's services will result in a net profit for Client's account(s). CENTURION's authority hereunder shall not be impaired because it may effect transactions with respect to securities for its own account or for other managed accounts which are identical or similar to securities as to which it may effect transactions for Client at the same or different times. Except for negligence, malfeasance or violation of applicable law, neither CENTURION nor any of its officers, directors or employees shall be liable hereunder for any action performed or omitted to be performed or for any errors of judgment in managing the Assets.

ERISA. If the Client is subject to ERISA, CENTURION hereby acknowledges that it is a fiduciary to Client, and is duly registered since 1984 as an investment advisor with the Securities and Exchange Commission. Furthermore, if Client is subject to ERISA, the Client agrees to include CENTURION among those covered by its ERISA bond.

Arbitration Agreement. Any controversy between Client and CENTURION arising out of this Agreement, including, but not limited to, any dispute concerning any transaction or the construction, performance or breach of the Agreement, shall be submitted to arbitration before the National Association of Securities Dealers, Inc. ("NASD"). All awards rendered by the arbitrators shall be binding and final, and judgment upon the award may be entered in any court of competent jurisdiction.

Customer Identification Program. To help the Government fight the funding of terrorism and money laundering activities, federal law requires CENTURION to obtain, verify, and record information that identifies each person who opens an account. When the Client opens an account, CENTURION is required to collect information including the following:

- Client name and date of birth
- Address
- Taxpayer Identification number, Social Security number or Employer Identification number
- Copy of driver's license or other identifying documents.

The U.S. Department of the Treasury, Securities and Exchange Commission, NASD and New York Stock Exchange rules already require the Client to provide most of this information. These rules also may require the Client to provide additional information such as net worth, annual income, occupation, employment information, investment experience and objectives, and risk tolerance. CENTURION may not be able to open an account or carry out transactions for the Client until this information is provided and verified.

Reports. Custodian shall send Client quarterly an itemized statement of Client's funds and securities.

Assignment. CENTURION may not assign this Agreement in whole or in part to another person without Client's prior consent.

Acknowledgment of Receipt of Disclosure. Client hereby acknowledges receiving and reading CENTURION's Brochure as required by Rule 204-3 of the Advisors Act. Furthermore, from the time of entering into this Agreement, Client has five (5) business days to rescind this Agreement without penalty. Any rescission shall not entitle Client to reimbursement to the extent of CENTURION's actual expenses paid to third parties.

IN WITNESS HEREOF, the parties have executed this Agreement on the dates shown below.

Account Title: _____

Client's Signature: _____ Date: _____

Client's Signature: _____ Date: _____

Accepted by: _____ Date: _____

CENTURION COUNSEL, INC.

CENTURION COUNSEL, INC.
INVESTMENT MANAGEMENT CONTRACT MANAGEMENT FEE
(SCHEDULE A)

1. Investment Management Fee

STRATEGIC ASSET ALLOCATION / VALUE 750

<u>Value of Account at End of Previous Quarter</u>		<u>Quarterly Fee</u>
Under	\$250,000	0.75%
On the next	\$250,000	0.60%
On the next	\$500,000	0.50%
On the next	\$1,000,000	0.40%
Thereafter		0.35%

Any modification to above fee is noted below:

2. Fee Payment Method (Please Check One)

- A. Fee Liquidation from Brokerage Account
 B. Fee Liquidation from: Mutual Fund Variable Annuity Other
 C. Bill Client Directly

3. Fee Sharing Agreement

Centurion Counsel, Inc. _____ % of Management Fee Collected
 Broker/Dealer, RIA, or Solicitor _____ % of Management Fee Collected

Client's Initials

CENTURION COUNSEL, INC.
Limited Power of Attorney

The undersigned, (jointly and severally if more than one, hereunder collectively called ("Principal"), hereby makes, constitutes and appoints Centurion Counsel, Inc. ("CCI"), a Registered Investment Advisor, with offices at 365 S. Rancho Santa Fe Road, 3rd Floor, San Marcos, California 92069 (760) 471-8536, Principal's due and lawful attorney-in-fact to act for principal and in principal's name, place and stead and for principal's use and benefit:

1. to open, close, amend or effect transfer of an account at a NASD broker/dealer, NYSE member firm, federal bank, insurance company, investment advisor, custodian, trustee or similar financial institution, so long as any such account is in the name of Principal and/or such other person or persons as Principal shall designate and such other person is not CCI or any person affiliated with CCI and neither CCI nor any person affiliated with CCI has custody, either directly or indirectly over any cash, securities or other assets in such account,
2. to make payment for such fees and commissions as CCI determines are appropriate including, but not limited to: custodian fees, IRA set-up, administration or termination fees, investment management fees to third parties and accounting expenses,
3. to accept instructions and make payment directly to CCI for its investment management fee, which under no circumstances shall exceed 75 basis points (00.75%) per quarter.
4. to accept instructions of any properly authorized agent of CCI to purchase, sell, short, exchange, option, loan or finance a security of mutual fund holding.

Principal hereby specifically withholds from CCI authority to act or direct you to act on Principal's behalf regarding the following matters:

1. to make any investment which cannot be liquidated within one hundred eighty (180) days of instruction to do so,
2. to transfer any or all of the assets of Principal's account (except the investment management fee paid quarterly to CCI) to any account held by CCI or its affiliated companies.

Principal hereby grants to said attorney-in-fact and authority to do and perform each and every act and thing which may be necessary, convenient, in connection with any of the foregoing, as fully, to all intents and purposes, as Principal might or could do if personally present, hereby ratifying and confirming all that Principal's said attorney-in-fact shall lawfully do or cause to be done by authority hereof.

Principal's authority granted to CCI herein shall remain in effect until revoked by Principal in written notice duly served on CCI and on any third party relying on said authority and Principal hereby agrees to hold harmless from claim, cause of action or arbitration proceedings any third party who acts in good faith in reliance upon this limited power of attorney.

The exact account registration is: _____

Client's Signature: _____ Date: _____

Client's Signature: _____ Date: _____

Accepted by: _____ Date: _____

CENTURION COUNSEL, INC.

Signature Guarantee:

ACKNOWLEDGEMENT & RECEIPT OF DISCLOSURE DOCUMENT
Pursuant to Rule 206 of the Investment Advisors Act of 1940

Disclosure of Investment Advisor:

The Investment Advisor is:

Centurion Counsel, Inc.

365 S. Rancho Santa Fe Road
3rd Floor

San Marcos, California 92069

Tel: (760) 471-8536

Fax: (760) 471-0399

Disclosure of Soliciting Agent:

The Soliciting Agent is:

Name of Soliciting Agent

Name of Soliciting Agent's Broker/Dealer

Please be advised that the above named solicitor or broker/dealer, if any, has entered into a solicitation with CENTURION COUNSEL, INC. (hereafter "CENTURION") whereby the former will receive compensation for referral of client to CENTURION's asset management programs.

If PIM Financial Services, Inc. is named as the Solicitor's Agent, then the Solicitor is affiliated with the Investment Advisor. All solicitors have a financial interest in the selection of the investment advisor. The Solicitor will be compensated ___% of the fees paid to CENTURION pursuant to your Discretionary Management Agreement. This compensation shall continue for as long as CENTURION manages your funds and the above solicitor or broker/dealer is the Soliciting Agent of record. The Solicitor may receive a commission, if any, on the bond, stock, gold or other fund(s) or annuity which are purchased in the account. Additionally, CENTURION may provide periodic educational and training sessions whereby CENTURION pays for this travel and other affiliated expenses for the soliciting agent and his/her spouse. Notably, you would pay the same management fees irrespective of whether you work directly with CENTURION or are referred by a solicitor.

The undersigned hereby acknowledges that he/she has read and understands the CENTURION COUNSEL, INC's Discretionary Investment Management Agreement and has received a copy of the following:

- Centurion Counsel, Inc.'s Discretionary Investment Management Agreement
- Centurion Counsel, Inc.'s Strategic Asset Allocation Program Client Brochure
- Centurion Counsel Inc.'s ADV Part II Form

Client's Signature

Date

Printed Name(s)

CENTURION COUNSEL, INC.
Custodial Authorization

Broker/Custodian Which Will Hold Client Account

Account Name

Address

City, State, Zip Code

Referring Broker/Dealer or R.I.A.

Account Number

The undersigned authorizes you, as custodian, to hold funds, securities or other property deposited with you for my account, subject to the terms and conditions set forth below, which are to remain in force until expressly revoked or amended in writing.

CENTURION COUNSEL, INC. (hereafter "CENTURION") of 365 S. Rancho Santa Fe Road, 3rd Floor, San Marcos, California 92069, is the investment advisor of the undersigned with respect to such funds, securities, and other property held in your custody.

You are hereby authorized and directed to act in accordance with the instructions from authorized CENTURION representatives regarding the funds, securities, or other property in the custody account, and changes therein. However, you are not authorized to deliver any of the account's securities, stocks, bonds, or other assets or cash (except for payment of the investment management fee) to CENTURION.

CENTURION may forward you bills for investment management services based upon market valuations provided by them. You are authorized and directed to pay all such bills at the beginning of the quarter to CENTURION and charge such expenses to the custody account.

Initials

Client's Signature: _____

Date: _____

Client's Signature: _____

Date: _____

CENTURION COUNSEL, INC.
365 S. Rancho Santa Fe Road, 3rd Floor
San Marcos, CA 92069
(760) 471-8536

STRATEGIC ASSET ALLOCATION PROGRAM – CLIENT PROFILE

Name: _____
List joint names, if appropriate. If Corporation, pension plan or trust, use full name of account

Address: _____

City, State, Zip Code: _____ **Telephone:** _____

Account Type: Pension Plan Individual Corporation Trust IRA Keogh

For Corporations, Pension Plans, Trust Accounts: Tax ID #: _____

Trustee or Officer: _____
Name of the individual authorized to act on behalf of the account

Is a copy of relevant Board minutes or Trust documents attached? YES / NO

Date of Trust (if applicable): _____

List Custodian: _____

Previous Investment Experience

	<u>Number of Years</u>	<u>Transactions per Year</u>	<u>Average \$ Value</u>
Stocks & Bonds			
Type:	☐ None	☐ None	☐ None
___ Cash	☐ 1 – 2	☐ 1 – 10	☐ Under \$ 1,000
___ Margin	☐ 3 – 5	☐ 11 – 20	☐ Under \$ 5,000
___ Short	☐ 5 – 10	☐ 21 – 50	☐ Under \$ 10,000
	☐ 10 or more	☐ 51 or more	☐ Over \$ 10,000
Stock Options			
Type:	☐ None	☐ None	☐ None
___ Long	☐ 1 – 2	☐ 1 – 10	☐ Under \$ 1,000
___ Short	☐ 3 – 5	☐ 11 – 20	☐ Under \$ 5,000
___ Naked	☐ 5 – 10	☐ 21 – 50	☐ Under \$ 10,000
___ Covered	☐ 10 or more	☐ 51 or more	☐ Over \$ 10,000
Commodity Futures			
	☐ None	☐ None	☐ None
	☐ 1 – 2	☐ 1 – 10	☐ Under \$ 1,000
	☐ 3 – 5	☐ 11 – 20	☐ Under \$ 5,000
	☐ 5 – 10	☐ 21 – 50	☐ Under \$ 10,000
	☐ 10 or more	☐ 51 or more	☐ Over \$ 10,000

STRATEGIC ASSET ALLOCATION PROGRAM – CLIENT PROFILE

Individual Accounts:

	Client	Spouse
Social Security Number:		
Date of Birth:		
Current Age:		
Marital Status:		
Dependents:		
Employer:		
Address:		
Telephone:		
Position / Years:		
If IRA; Beneficiary:		
Beneficiary's DOB, SS#:		
Are you a U.S. Citizen?		
Are you a corporate officer, director or 10% stockholder?		
Estimated Income (Last Yr.):		
This Year:		
Next Year:		
Other Income Sources:		

Accounts with other Firms (active or inactive): _____

Please attach a copy of photo ID (Driver License) (Government required Anti Money Laundering policy)

Please list any other considerations or other investments not included in the Strategic Asset Allocation model on a separate page.

Signature of Client, Officer or Trustee

Date

Signature if joint account