

CONSULTING AND ADVISORY AGREEMENT

This Agreement ("Agreement") is entered into on this date: _____, between Marin Capital Management LLC d/b/a MCM Wealth, 7250 Redwood Blvd., Suite 300 Novato, CA 94945 ("Advisor"), and _____ ("Client"). Client desires to retain Advisor to provide consulting services identified below, and further described on Exhibit A, (the "Services") under the terms and conditions set forth herein.

Advisor and Client agree as follows:

1. **Services:** Client hereby appoints Advisor as Client's advisor to perform one or more consulting services selected below, and Advisor accepts such appointment:

Check Box	Consulting Services	Exhibits
<input type="checkbox"/>	Lifestyle Planning	Exhibit A-1
<input type="checkbox"/>	Advanced Legacy Planning	Exhibit A-2
<input checked="" type="checkbox"/>	Business Valuation	Exhibit A-3
<input type="checkbox"/>	Business Exiting	Exhibit A-4
<input type="checkbox"/>	Family Office Services	Exhibit A-5

2. **Client Discretion:** The Client has the sole authority to accept or reject any recommendations from the Advisor and is free to do so at any time. The Client may discuss or implement these recommendations with their chosen professional advisors, including those affiliated with the Advisor.
3. **Sub-Advisors:** Advisor may from time to time obtain the services of consultants or other third-parties (including but not limited to attorneys, CPAs or tax counsel) to perform part or all of the Advisor's duties hereunder with respect to the Services, as applicable, and such parties may be affiliates of Advisor ("Sub-Advisor").
4. **Fees and Costs:** As consideration for providing the Services, Client will pay Advisor the fees set forth on the Exhibit A-3 attached hereto. Compensation of Advisor for its services hereunder will be invoiced to Client and shall become due and payable in accordance with the payment schedule set forth on the applicable exhibits.
5. **Confidentiality:** Confidential Information means information disclosed by Client to Advisor, Sub-Advisor or any other party that is under a contractual duty of confidentiality with respect to such information, which includes any aspect of, use of, or legal authority for the Services, and all other information disclosed by or to Advisor or Sub-Advisor that was marked "Confidential" or which Advisor reasonably believes was disclosed as

confidential. Except as may be required by law or as provided for herein, Advisor or Sub-Advisor shall keep confidential the Confidential Information. Advisor and Sub-Advisor shall protect the confidentiality of the Confidential Information in the same manner that Advisor protects the confidentiality of its own proprietary and confidential information of like kind. Notwithstanding the foregoing, Advisor or Sub-Advisor may disclose Client's Confidential Information to others within its organization, on a need-to-know basis in which event Advisor or Sub-Advisor will be responsible and liable for the acts and disclosures of such other persons as if such acts and disclosures were the acts and disclosures of Advisor or Sub-Advisor.

6. Client's Acknowledgments, Understandings and Representations:

- 6.1 The Client confirms they have the authority to hire the Advisor and, if represented by a trustee or other fiduciary, that this representative is authorized to negotiate and execute the Agreement on behalf of client. The Client must provide accurate and relevant financial documents or information to the Advisor and inform the Advisor of any changes affecting the authority. The Advisor will rely on this information without verification and is not liable for any losses due to the Client's failure to provide necessary documents.
- 6.2 Client acknowledges and agrees that Advisor is not an attorney and, in performing its obligations under this Agreement, Advisor is not providing legal advice or legal services to Client, and Advisor is not an accountant or tax professional and, in performing its obligations under this Agreement, the Advisor is not providing accounting services or tax advice to Client;
- 6.3 Client acknowledges and agrees that Advisor performs, among other things, research and investment advisory and other services for other clients, and that Advisor may give advice and take action in the performance of its duties to other clients which may differ from advice given, or the timing and nature of action taken, with respect to Client's assets or portfolio.

7. Limitation of Liability:

- 7.1 Advisor and Sub-Advisor do not warrant in any manner that any tax benefits of the Services will be upheld by any court, or that the tax benefits of the Services will not be contested by the Internal Revenue Service, or that any certain tax consequence will result from the use of the Services.
- 7.2 There shall be no warranties, express or implied, or any other statutory or common-law warranty. Advisor and Sub-Advisor hereby expressly disclaim and exclude any and all representations and warranties. Advisor and Sub-Advisor shall have no liability for breach of warranty arising out of contract, negligence or strict liability in tort, or any other claim relating to this Agreement.
- 7.3 To the fullest extent allowed by applicable law, Client agrees that Advisor, Sub-Advisor and their affiliates, officers, directors, employees, representatives, successors, assigns, and authorized agents (collectively, the "Indemnified

Persons”) shall not be liable under this Agreement for any actions or omissions absent their gross negligence, willful misconduct, or violation of applicable law. Except where prohibited by applicable law, Advisor, Sub-Advisor and their Indemnified Persons shall not be liable for damages (including losses, lost opportunities, and lost profits) relating to differences between projected or potential performance and actual results.

8. **Refund:** The Client may receive a full refund prior to the initiation of date inputted to produce the valuation report. The business valuation is based on financial, market, and operational inputs compared to its sector/industry multiples and comparables. The Advisor is not responsible for the client's agreement with the findings. Upon termination, the Advisor will stop providing services. Termination will not affect prior actions, ongoing obligations, or provisions of this Agreement designated to survive termination.
9. **Miscellaneous:** This Agreement: (a) may be amended only by a writing signed by each of the parties; (b) may not be assigned, pledged or otherwise transferred, whether by operation of law or otherwise, without the prior consent of the other parties; (c) may be executed in several counterparts, each of which is deemed an original but all of which constitute one and the same instrument, and may be delivered by e-mail or other electronic means; (d) contains the entire agreement of the parties with respect to the transactions contemplated hereby and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions; (e) is governed by, and will be construed and enforced in accordance with, the laws of the State of California without giving effect to any conflict of laws rules; and (f) is binding upon, and will inure to the benefit of, the parties and their respective successors and permitted assigns. The waiver by a party of any breach or violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach or violation hereof. The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement. Notices, consents, or communications under this Agreement must be in writing and can be delivered personally, by recognized overnight courier, or by email.
10. **Agreement to Mediate or Arbitrate; ‘Attorneys’ Fees:** Client and Advisor agree that all controversies between them concerning any transaction or the construction, performance or breach of this or any agreement between them, whether entered prior, on, or subsequent to the date hereof, shall be determined by arbitration in Marin County, California, in accordance with the provisions of California Code of Civil Procedure Section 1280 et seq.

Before requesting arbitration, however, Client and Advisor agree that they will first try in good faith to settle the dispute by mediation administered by a neutral and qualified person acceptable to both parties and, if they are unable to agree upon a mediator, by mediation administered by the American Arbitration Association (“AAA”) under its Commercial Mediation Rules.

In any proceeding between Client and the Advisor and/or its affiliates, the prevailing party or parties in such dispute shall be entitled to recover from the other party or parties all reasonable fees, costs and expenses, including, without limitation, reasonable attorneys’

fees and expenses, incurred by the prevailing party or parties in connection therewith, all of which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to final award. Any arbitration award entered in such action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such award or judgment and an award of prejudgment interest from the date of the breach at the maximum rate allowed by law.

[Client signature also required on Exhibit A-3, page 6]

CLIENT:

[_____]

Date

ADVISOR:

Marin Capital Management LLC

Name: Geoffrey A. Hakim,
Title: Chief Executive Officer

Date

EXHIBIT A-3

MCM WEALTH VALUEVISION BUSINESS VALUATION SERVICES AND FEES

Client hereby retains Advisor and Advisor hereby agrees to provide ValueVision business valuation services to Client. The primary purposes of this service include: 1. identifying strengths and weaknesses of Client's business, 2. tracking improvements to Client's business overtime in preparation for its ultimate sale, and 3. enabling the creation of a pre-sale legacy plan designed to minimize Client's income and estate tax, plan a family legacy, protect Client's assets, and plan for Client's long-term security.

ValueVision's valuation report will provide Client a clear, data-driven estimate of their business's value, including *fair market value*, *liquidation/asset value*, and *enterprise value*. Clients will receive a detailed report with valuation estimates, industry benchmarking, and actionable insights to identify areas of improvement that will maximize sale value.

ValueVision business valuation services provided to Client shall follow the process outlined below. Each step has been mutually agreed upon by both parties:

- **Step 1: Discovery:** Advisor will guide Client through an initial discussion designed to understand Client's business and goals and assess whether implementing a business valuation aligns with Client's objectives.
- **Step 2: Data Collection:** Advisor will provide the Client a secure access link to import relevant financial data from *QuickBooks* or *Xero* accounting software into Advisor's valuation model. Should Client not utilize these specific accounting programs further data collection discussions will ensue.

Client warrants that the information and data it supplies to Advisor will be complete and accurate in every respect to the best of the Client's knowledge and that any reports, analysis, or other documentation prepared by the advisor will be used in compliance with all applicable laws and regulations. Client hereby holds Advisor harmless for any breach of this warrant.

- **Step 3: Estimating Business's Future Growth and Supplemental Information:** Advisor will provide Client an access link to submit estimates for the business's future growth prospects such as long-term revenue growth and estimated margins. Additionally, the Client shall provide pertinent non-financial information, such as customer concentration metrics or intangible assets that may influence the valuation.
- **Step 4: Valuation Report Preparation:** Using the data and information provided, the Advisor will prepare a comprehensive Valuation Report, spanning 20+ pages. The report will include up to four business valuation estimates and a comparative analysis of up to 12 industry-specific Key Performance Indicators (KPIs).
- **Step 5: Presentation and Advisory Analysis:** Advisor will present the valuation report to Client, thoroughly explaining its findings. Particular attention will be given to identifying potential areas for improvement to enhance the business's valuation, especially in the context of the future sale of the business.

Advisor utilizes accepted industry standard practices for valuing businesses. Data contained in the reports will be complete and accurate to the best of Advisor's ability and knowledge, but Advisor makes no warranties or guarantees as to the accuracy or completeness of the reports.

- **Step 6: Business Consultations:** Advisor will consult with Client to identify the strategic and tactical changes that, in the Advisor's best judgment, may increase the Client's business's value over time. It is the Client's choice and sole responsibility to move ahead with such recommendations. The Advisor will provide a project plan with tasks and milestones to guide the Client in its execution of the same. The Advisor bears no financial or operational responsibility for the outcomes subject to Section 7.

VALUEVISION PRICING

Valuation and Consultation: \$1,450 (payable upon execution of Agreement) for one valuation and three subsequent consultation meetings spread across the subsequent twelve months from the delivery of the valuation report. It is the Client's choice when to schedule these consultations. For these follow-on consultations, Advisor may request certain additional information before the scheduled meeting. Additional post-report consultation meetings are available at the cost of \$500 per hour and the scheduling of such is at the Client's sole discretion.

Agreement Execution: The Agreement will be deemed executed and the applicable terms enforceable upon Advisor's receipt of the Agreement with Client's signature. Execution can be done through DocuSign or attaching the Agreement and this Exhibit to an email. The email will be sent to Elizabeth@MCMWealth.com for logging and subsequent invoicing

Payment: Upon Advisor's receipt of the signed Agreement, Advisor will invoice Client for the full amount defined herein. The delivery of the valuation service will commence upon Advisor's receipt of the funds in its corporate account.

CLIENT:

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Date