

MODEL SOLICITOR'S AGREEMENT

Pursuant To Rule 206(4)-3 of
The Investment Advisers Act of 1940

(Letterhead of Investment Adviser Firm)

This letter agreement dated as of (INSERT DATE) is entered into between (NAME OF SOLICITOR OR FIRM) (hereafter referred to as "Solicitor") and Plan Strategies, Inc. (hereafter referred to as "Investment Adviser"), a SEC registered investment adviser under the Investment Advisers Act of 1940 (hereafter referred to as "Investment Advisers Act"), and sets forth the terms and conditions under which the Solicitor will assist the Investment Adviser in establishing client relationships.

1. Solicitation of Clients

As a consultant and independent contractor, and not as an employee of the Investment Adviser {or any employee of Investment Adviser acting as a solicitor}, the Solicitor will use its best efforts to solicit and refer as clients to the Investment Adviser those individuals or entities which it believes are suitable and appropriate for the investment advisory services provided by the Investment Adviser. The Solicitor represents that it is familiar with the investment advisory services and programs offered by the Investment Adviser.

The Solicitor does not have any authority to accept any client(s) on behalf of the Investment Adviser, and the Investment Adviser does not have any responsibility to accept any prospective client referred by the Solicitor. Any prospective client which becomes a client of Investment Adviser as a direct result of the Solicitor's efforts is identified as a "Solicited Client."

2. Client Relationship

The Solicitor's primary role under this agreement is to introduce and assist each Solicited Client in establishing a relationship with the Investment Adviser which will include introducing prospective clients and providing information about the Investment Adviser.

The solicitation services may also include periodic contacts, if requested or appropriate, to assist the Solicited Client(s) in understanding the advisory services of the Investment Adviser and/or obtaining or updating client information on behalf of the Investment Adviser.

The Solicitor will keep as confidential any client information obtained in connection with this agreement which will not be disclosed without the consent of the Solicited Client.

3. Solicitor Compensation

For the solicitation services provided by the Solicitor, the Investment Adviser will pay to the Solicitor, for so long as this agreement remains in effect; a percentage of all investment advisory fees received by the Investment Adviser from any Solicited Client(s). The portion of the advisory fees payable to the Solicitor will be paid within thirty days of the end of the quarter in which the advisory fees are received by the Investment Adviser. The percentage of advisory fees for each Solicited Client will be ___% per annum, unless a different arrangement is agreed to in writing by the Solicitor and the Investment Adviser.

Compensation will not be paid to the Solicitor in the event any such payment would constitute a violation of applicable federal or state law.

4. Solicitor's Responsibilities

The Solicitor will perform its responsibilities under this agreement in accordance with the instructions of the Investment Adviser and the Investment Advisers Act and the rules thereunder, including Rule 206(4)-3, a copy of which is attached as Exhibit 1, and/or any applicable state law.

In its solicitation of clients for the Investment Adviser, the Solicitor will use only investment advisory and marketing materials provided by and approved by the Investment Adviser.

5. Solicitor Representations

In accordance with the requirements of SEC Rule 206(4)-3, the Solicitor, on behalf of itself, its officers and agents represents the following:

(a) Upon commencing any solicitation activity for each prospective client, the Solicitor will provide the prospective client with (1) a copy of the Investment Adviser's current Form ADV Part II or disclosure brochure and (2) a Solicitor's Disclosure Statement, a sample of which is attached as Exhibit 2. The Solicitor will obtain at the time of solicitation, each prospective client's written acknowledgment of receipt of the Form ADV Part II and Solicitor's Disclosure Statement, retain a copy and provide the original to the Investment Adviser.

(b) it has not been the subject at any time to an order of the Securities and Exchange Commission (hereafter referred to as "SEC") under Section 203(f) of the Investment Advisers Act;

(c) it has not been convicted within the past ten years of any felony or misdemeanor involving conduct described in Section 203(e)(2)(A) through (D) of the Investment Advisers Act;

(d) it has not been found at any time by the SEC to have engaged, or been convicted at any time of engaging, in any of the conduct specified in paragraphs (1), (4) or (5) of Section 203(e) of the Investment Advisers Act;

(e) it is not subject to an order, judgment or decree described in Section 203(e)(3) of the Investment Advisers Act;

(f) it maintains or will obtain any SEC and/or state registrations that may be appropriate or required in connection with the solicitation services provided under this agreement or has been advised by counsel that it is exempt or excluded from registration. [It is understood that state requirements for client solicitations may differ. Certain states have no requirements or prohibitions covering the solicitation of clients and other states require a solicitor to be registered as an advisory representative of the investment adviser.];

(g) it will not provide any investment advisory services of any type on behalf of the Investment Adviser to the Solicited Client(s);

(h) with respect to any prospective or Solicited Client that is a retirement plan subject to ERISA or a tax qualified retirement plan or IRA under the Internal Revenue Code, Solicitor, and any of its officers, employees, agents or affiliates, are not a fiduciary, trustee or administrator for any such plan;

(i) with respect to any prospective or Solicited Client that is a state, municipality, or other political entity, agency or subdivision, Solicitor, and any of its officers, employees, agents or affiliates, are not associated in any way with such entity or have been an elected official, employee or person providing professional services to such entity within the last two years.

6. Investment Manager Representations

The Investment Adviser represents the following;

(a) it is registered as an investment adviser with the SEC [or appropriate state(s)], as required;

(b) it will provide or make available its current Form ADV Part II and any other advisory marketing material for Solicitor's use;

7. Indemnity

Solicitor will indemnify Investment Adviser, its officers, directors, and employees against any loss, liability or expense, including reasonable attorney's fees, incurred by them arising out of any breach, act or omission or violation of law by Solicitor in connection with Solicitor's performance of this agreement.

8. Term

This agreement will remain in effect until terminated at any time by either of the parties upon written notice.

Upon the termination of this agreement, each party will keep any proprietary information or client information obtained during the term of the agreement as confidential, including sales or marketing material, client information or lists and return such information upon the request of the other party, except as may be required to be maintained under the Investment Advisers Act (or applicable state law) or as may be required to be disclosed by law. Upon the termination of this agreement, the Investment Adviser may continue to act as investment adviser to any Solicited Client.

9. Amendment and Assignment

This agreement may only be amended by a writing signed by both parties and may not be assigned by Solicitor without the written consent of the Investment Adviser.

10. Governing Law

This agreement shall be governed by the laws of the State of Minnesota.

11. Arbitration

Any dispute arising out of this agreement shall be subject to final and binding arbitration according to the Commercial Arbitration Rules of the American Arbitration Association then in effect. Judgment upon any arbitration award may be entered in any court, state or federal, having jurisdiction. The prevailing party in any arbitration and other legal proceeding under this section will be entitled to recover reasonable attorney's fees, costs and expenses.

(SOLICITOR)

(INVESTMENT ADVISER)

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____