Concentrum Wealth Management, LLC
RADIUS AGREEMENT

This Agreement is made by and between the undersigned party (hereinafter referred to as the "**Client** or **"you**") and Concentrum Wealth Management, LLC, a Registered Investment Adviser, whose mailing address is 353 Piercy Road, San Jose, CA 95138 (hereinafter referred to as the "**Adviser**", "**us**", "**we**", or "**our firm**") through the Radius website (https://ConcentrumWealth.Jemstep.com) ("Radius" or "Website"). By access or using the Website, you agree to be bound by the following terms:

1. SCOPE OF ENGAGEMENT.

Radius is an online investment management service that produces portfolio recommendations, including asset allocations, purchase or sale of security recommendations in a particular asset class and ongoing rebalancing guidance. Radius gathers information about the client's financial situation, goals, risk tolerance and investment preference. Clients will then be required to link advisory account(s) for a portfolio analysis to determine a recommended asset allocation plan. Radius relies on the investment goals, preferences, financial situation and other personal information provided by you in order to produce the portfolio recommendations. Our firm shall not be required to verify any information obtained from you, and is expressly authorized to rely thereon. As such, you acknowledge that if you provide false or inaccurate information, the investment advice provided to you will be based on that information may therefore not meet your investment needs. To access the Website, you will be required to register with Radius, and link either your entire portfolio or choose specific advisory accounts ("Chosen Accounts") for which you would like recommendations.

Radius services are provided on a *discretionary basis*, with on-going supervision and trading. Clients with $250,000 or less in investible assets will have access to our online asset allocation program and quarterly webinars. Clients with more than $250,000 in investible assets will have access to our online asset allocation program, quarterly webinars, and 1 hour of consultation time with our firm's investment advisors to be used to discuss financial topics at the client's discretion.

2. ADVISER COMPENSATION.

The annual fee charged for this service is 0.50% of the Chosen Accounts' assets under management, with a minimum fee of $500. Clients utilizing Radius will not incur trade, transaction or rebalancing fees. Our firm's fees are billed on a pro-rata annualized basis quarterly in advance based on the value of your account on the time-weighted daily average of the quarter. Fees will be deducted from the client's managed account(s). As part of this process, clients agree to and acknowledge the following:

a) Your independent custodian sends statements at least quarterly showing the market values for each security included in the Assets and all account disbursements, including the amount of the advisory fees paid to us;
b) You provide authorization permitting us to be directly paid by these terms. We send our invoice directly to the custodian; and
c) If we send a copy of our invoice to you, it will include a legend urging you to compare information provided in our statement with those from the qualified custodian.

Our firm shall never have custody except for authorized fee withdrawal of any client funds or securities, as the services of a qualified and independent custodian will be used for these services. The fees charged are calculated as described above, and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds, or any portion of the funds of an advisory client (15 U.S.C. §80b-5(a)(1)).

3. CUSTODIAN.

Our firm does not have custody of client assets. The Assets shall be held by an independent custodian that we reasonably believe will provide "best execution". In seeking best execution, the determinative factor is not the lowest possible commission cost but whether the transaction represents the best qualitative execution. We take into consideration the full range of a custodian's services, including the value of research provided, execution capability, commission rates, and responsiveness. We are authorized to give instructions to the custodian with respect to all investment decisions regarding the client's assets and the custodian is hereby authorized and directed to effect transactions, deliver securities, make payments and otherwise take such actions as our firm shall direct in connection with the performance of our obligations in respect of the Assets.

4. RISK ACKNOWLEDGMENT.
Our firm does not guarantee the future performance of the Assets or any specific level of performance, the success of any investment decision or strategy that we may use, or the success of our firm's overall management of the Assets. You understand that investment decisions made for your Assets are subject to various markets, currency, economic, political and business risks, and that those investment decisions will not always be profitable.

5. ADVISER LIABILITY.
Except as otherwise provided by federal or state securities laws, our firm, acting in good faith, shall not be liable for any action, omission, investment recommendation/decision, or loss in connection with this Agreement including, but not limited to, the investment of the Assets. We shall not be liable for any act or failure to act by the custodian, any broker-dealer to which we direct transactions for the account or by any other non-party.

6. PROXIES.
You acknowledge that our firm will not vote proxies.

7. TERMINATION.
We charge our advisory fees quarterly in advance. If you wish to terminate our services, you need to contact us in writing and state that you wish to cancel this Agreement. Upon receipt of your letter of termination, we will proceed to close out your account and process a pro-rata refund of unearned advisory fees.

8. ASSIGNMENT.
This Agreement may not be assigned (within the meaning of the Advisers Act) by either you or our firm without the prior consent of the other party. You acknowledge and agree that transactions that do not result in a change of actual control or management of our firm shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Advisers Act.

9. NON-EXCLUSIVE MANAGEMENT.
Our firm, its officers, employees, and agents, may have or take the same or similar positions in specific investments for their own accounts, or for the accounts of other clients, as we do for the Assets. You expressly acknowledge and understand that we shall be free to render investment advice to others and that we do not make our investment management services available exclusively to you. Nothing in this agreement shall put us under any obligation to purchase or sell, or to recommend for purchase or sale for the account, any securities which we, our employees, affiliates, representatives, or agents, may purchase or sell for our own account or for the account of any other client, unless in our determination, such investment would be in the best interest of the account.

10. DEATH OR DISABILITY.
The death or incapacity of the Client shall not terminate the authority of our firm granted herein until we shall receive actual notice of such death or incapacity. Upon such notice your executor, guardian, attorney-in-fact or other authorized representative must engage our firm in order for us to continue to service your accounts.

11. ARBITRATION.
This agreement contains a provision, which requires that all claims arising out of transactions or activities affecting the provision of services by our firm to the Client (collectively referred to as "the parties") be resolved through arbitration in Santa Clara County, California. The parties acknowledge, understand and agree that:

(i) Arbitration is final and binding on the parties.
(ii) The parties are waiving their right to seek remedies in court, including the right to jury trial.
(iii) Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings.
(iv) The Arbitration Award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of a ruling by the arbitrators is strictly limited.
(v) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
To the extent permitted by law, all controversies which may arise between the parties or any of their affiliated companies concerning any transaction arising out of or relating to this agreement, or the construction, performance,

or breach of this or any other agreement between us whether entered into prior to, on or subsequent to the date hereto, shall be submitted to arbitration conducted under the Rules of the American Arbitration Association.

Arbitration must be commenced by service upon the other party, of a written demand for arbitration or a written notice of intention to arbitrate. Judgment upon any award rendered by the arbitrator(s) shall be final, and may be entered in any court having jurisdiction. Any arbitration proceeding pursuant to this Agreement shall be determined pursuant to the laws of the State of California. This Agreement supersedes any and all preexisting agreements and/or understandings. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

The parties hereby submit to the in personam jurisdiction of the courts of the State of California and the local courts located therein (and expressly waive any defense to personal jurisdiction of the Client by such courts) for the purpose of confirming, vacating or modifying any such award or judgment entered thereon. To the extent any controversy as above described is to be resolved in a court action, the parties expressly agree that such action shall be brought only in State or Federal courts in California and service of process in such action shall be sufficient if served on the parties by certified mail, return receipt requested, at the parties last address known to the other party. In this connection the parties expressly waive any defense(s) to personal jurisdiction of the parties by such court; to service of process as set forth above; to venue; and in addition, expressly agree that California is a convenient forum for any such action.

Nothing herein shall be enforceable to the extent that you waive any of your rights under state or federal securities laws.

12. DISCLOSURE STATEMENT AND NOTICES.

You acknowledge receipt of Part 2 of Form ADV at or before the time of signing this agreement in accordance with Rule 204-3 under the Investment Adviser's Act of 1940. You further acknowledge and consent that our firm may send any of its notices including our ADV Part 2 and Privacy Policy to the email address last provided by you. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract.

13. SEVERABILITY.

Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

14. CLIENT CONFLICTS.

If this Agreement is between our firm and related clients (i.e. husband and wife, etc.), our services shall be based upon the joint goals communicated to us. We shall be permitted to rely upon instructions from either party with respect to disposition of the Assets or the Account, unless and until such reliance is revoked in writing to our firm. We shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the clients.

15. RETIREMENT OR EMPLOYEE BENEFITS PLAN ACCOUNTS.

This section applies to the undersigned's account if it is part of a pension or other employee benefit plan (a "Plan") governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). If the account is part of a Plan and we accept appointment to provide advisory services to such account, then the following applies:

(a) We acknowledge that we are a "fiduciary" within the meaning of Section 3(21)(A) of ERISA (but only with respect to the provision of services described in Section 1 of this Agreement).
(b) We represent that we are registered as an investment adviser under the Investment Advisers Act of 1940 and duly qualified to manage Plan assets under applicable regulations.

(c) We do not reasonably expect to receive any compensation, direct or indirect, for our services other than the compensation described in this Agreement. If we receive any other compensation for such services, we will (i) offset that compensation against our stated fees, and (ii) will disclose to you the amount of such compensation, the services rendered for such compensation, the payer of such compensation and a description of our arrangement with the payer.

(d) You acknowledge the following:

(i) You independently made your decision to enter into this Agreement and you were not influenced by our status as a plan service provider under any other Agreement.

(ii) Our appointment and the services are authorized under the Plan documents.

(iii) In performing the services, we do not act as, nor have we agreed to assume the duties of, a trustee or the Plan Administrator, as defined in ERISA, and we have no discretion to interpret the Plan documents, to determine eligibility or participation under the Plan, or to take any action with respect to the management, administration or other aspect of the Plan.

(iv) You acknowledge that this Agreement contains the disclosures required by ERISA Regulation Section 2550.408b-2(c).

(e) We agree to provide the following disclosures, when required:

(i) We will disclose, to the extent required by ERISA Regulation Section 2550.408b-2(c), to you any change to the information in this Agreement as to services, status and compensation required to be disclosed under ERISA Regulation Section 2550.408b-2(c)(1)(iv)(A) through (D), and (G) as soon as practicable, but no later than sixty (60) days from the date on which we are informed of the change (unless such disclosure is precluded due to extraordinary circumstances beyond our control, in which case the information will be disclosed as soon as practicable).

(ii) In accordance with ERISA Regulation Section 2550.408b-2(c)(1)(vi), upon the written request of the responsible plan fiduciary or plan administrator, we will disclose all information related to the compensation or fees received in connection with this Agreement that is required for the Plan to comply with the reporting and disclosure requirements of Title I of ERISA and the regulations, forms and schedules issued thereunder. Such disclosure shall be made reasonably in advance of the date upon which the responsible plan fiduciary or plan administrator states that it must comply with the reporting and disclosure requirement (unless such disclosure is precluded due to extraordinary circumstances beyond our control, in which case the information will be disclosed as soon as practicable); provided that the responsible fiduciary or plan administrator provides the written request to us reasonably in advance of the date upon which the responsible plan fiduciary or plan administrator must comply with the reporting and disclosure requirement and any failure to do so shall be deemed to be an extraordinary circumstance beyond our control.

(iii) If we make an unintentional error or omission in disclosing information under this Agreement, we will disclose to you the corrected information as soon as practicable, but no later than thirty (30) days from the date on which we learn of such error or omission.

16. APPLICABLE LAW.

This Agreement supersedes and replaces, in its entirety, all previous investment advisory Agreement(s) between the parties as it relates to similar services described herein. To the extent not inconsistent with applicable law, this Agreement shall be governed by and construed in accordance with the laws of the State of California. In addition, to the extent not inconsistent with applicable law, the venue (i.e. location) for the resolution of any dispute or controversy between Adviser and Client shall be the State of California.

By each party executing this Agreement they acknowledge and accept their respective rights, duties, and responsibilities hereunder. This Agreement is only effective upon our execution below. For ERISA Plans, Authorized Fiduciary or Trustee of the Plan signs below.

Client's Signature: _____ Date: _____

Client's Name (Print): _____

Client's Signature: _____ Date: _____

Client's Name (Print): _____

Client's Address: _____

_____

Concentrum Wealth Management, LLC

Adviser's Signature: _____ Date: _____

Adviser's Name (Print): _____