



Private Asset Group LLC

HOURLY CONSULTING AGREEMENT

Agreement, dated as of _____, 20__ between Private Asset Group, LLC, a Nevada limited liability company (“PAG”), and _____ (the “Client”).

Whereas, the Client seeks the advice and assistance of PAG and desires to have PAG perform for it investment consulting and other services;

Whereas, PAG is willing to perform such services under the terms and conditions of this Agreement;

The Client hereby agrees to engage PAG as its investment adviser on a consulting basis, in consideration of the mutual covenants contained herein, and PAG hereby accepts such appointment, on the following terms and conditions:

1. The Agreement.

(a) The Client agrees to pay PAG a mutually agreed upon fee for time that PAG spends engaged in working on behalf of the client. This includes face-to-face meetings, telephone calls and work resulting from said meetings and calls. This fee will either be paid upfront or at the end of the meeting.

(b) PAG agrees to keep accurate track of the time spent working for the Client.

2. Client Representations.

The Client agrees with and represents and warrants to PAG that:

(a) The retention of PAG by the Client as investment advisor is authorized by the governing documents of the Client.

(b) The terms of this Agreement do not violate or conflict with any obligation by which the Client is bound, whether arising by contract, operation of law or otherwise.

(c) This Agreement has been duly authorized by appropriate action and when executed and delivered will be a legal, valid and binding agreement of the Client, enforceable in accordance with its terms, and the Client will deliver to PAG such evidence of such authority as PAG may reasonably require, whether by way of a certified resolution or otherwise.

(d) The Client has been furnished Part II of PAG’s Form ADV at least 48 hours prior to entering into this Agreement.

(e) The Client agrees to maintain the confidentiality of all investment advice and information provided to the Client by PAG.

(f) The representations and warranties herein shall be continuing during the term of this Agreement, and if at any time during the term of this Agreement any event has occurred which would make any of the foregoing representations and warranties untrue or inaccurate in any material respect, the Client will promptly notify PAG of such event and the parties related thereto.

(g) The Client shall hold PAG and its Affiliates harmless from, and shall indemnify PAG and its Affiliates against, any and all liability, loss, cost, expense or damage (including attorney fees and disbursements) which PAG or its Affiliates may incur if and to the extent that such liability, loss, expense, cost or damage was caused by the inaccuracy or breach by the Client of any representations, warranties and agreements set forth in Sections 3(a) through 3(f) hereof and of any representations, warranties and agreements made by PAG or its Affiliates on behalf of the Client in connection with the purchase of securities as provided herein consistent with such representations.

3. PAG's Representation.

PAG represents that it is an investment advisor registered in the State of Nevada.

4. Hourly Consultation Fee.

As compensation for its services, PAG shall be entitled to a fee of \$100 per hour. Partial hours will be billed pro-rata in 15-minute increments.

5. Expenses.

PAG shall render its advisory services pursuant to this Agreement at its own expense.

6. Investments for the Accounts of Others.

The Client understands and agrees that PAG and its Affiliates may give advice and effect investment transactions for their own account and for the accounts of others to whom they may provide investment advisory services which may differ from advice given, or the time or nature of action taken, with respect to the Client. The Client further understands and agrees that nothing herein shall restrict the ability of PAG or its Affiliates to engage in any such transactions notwithstanding the fact that the Client may have or may take a position of any kind for the Account or otherwise.

7. Scope of Liabilities.

PAG and its Affiliates shall not be liable to the Client for any act or omission in connection with the performance of PAG's services hereunder, other than as a result of PAG's gross negligence, bad faith, willful malfeasance or reckless disregard of its duties and obligations hereunder. The Client shall indemnify PAG and its Affiliates against, and hold them harmless from, any liability, loss, cost, expense or damage (including attorney fees and disbursements) arising from any claim asserted or threatened to be asserted by any third party with respect to the matters as to which such person is exculpated from liability pursuant to this Section. Notwithstanding any of the foregoing to the contrary, the provisions of this Section 8 shall not be construed so as to relieve PAG and its Affiliates of, or provide indemnification with respect to, any liability to the extent, but only to the extent, that such liability may not be waived, limited or modified under applicable law, but shall be construed so as to effectuate the provisions of this Section 8 to the fullest extent permitted by law. The federal securities laws impose liabilities under certain circumstances even on persons who act in good faith, and, without limiting the generality of the preceding sentence, nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which the Client may have under federal securities laws.

8. Independent Contractor.

For the purposes of this Agreement, PAG shall be an independent contractor and not an employee or agent of the Client; nor shall anything herein be construed as making the Client a partner, a shareholder or co-venturer with PAG or any of its Affiliates or other clients. Except as provided in this Agreement, PAG shall have no authority to bind, obligate or represent the Client.

9. Terms and Termination.

(a) This Agreement shall commence as of the date on which the Client makes its initial payment.

(b) This Agreement may be terminated at any time by PAG or by the Client upon ten (10) days' prior written notice to PAG or to the Client (the "Date of Termination").

10. Client Investment Objectives; Access to Manager; Account Statements and Confirmations.

(a) The Client shall advise PAG in writing of the investment objectives of the Account and of changes or modifications therein, as well as any specific investment restrictions applicable thereto. The Client shall give prompt written notice if it is deemed that any investment made for the Account appears to be in violation of such objectives or restrictions. Unless the Client notifies PAG in writing of specific restrictions, the investments recommended for, or made on behalf of, the Account shall be deemed not to be restricted by virtue of the terms of any other contract or instrument purporting to bind the Client or PAG.

(b) Tom Rehberger, President of PAG, shall be available to the Client during normal business hours for consultation regarding the administration of the Account and the Client's investment needs.

11. Voting of Proxies.

PAG will not take any action with respect to the voting of proxies solicited by or with respect to the issuers of securities in which assets of the Account may be invested from time to time without the consent (either oral or written) of the Client. Nothing contained in this Agreement shall restrict the Client's right to vote, pledge or hypothecate such securities.

12. Notices.

Except as otherwise set forth herein, all communications and notice shall be in writing and shall be delivered personally, sent by messenger, overnight courier, or sent by certified, registered or express mail, postage prepaid, return receipt requested to PAG and to the Client at the following addresses, or to such other addresses as the parties may direct by written notice hereunder:

If to PAG:

Mr. Tom Rehberger
Private Asset Group LLC
7465 W Lake Mead Blvd
Ste 100
Las Vegas, NV 89128

Telephone: 702-932-8626
Fax: 702-932-8679

