



Investment Advisory Agreement

On this date _____, by and between PMB Capital Management LLC DBA Brookstone Financial ("Brookstone") and _____ ("Client").

WITNESSETH

WHEREAS, the undersigned Client being duly authorized has funds available ("Account"). In consideration of the premises and mutual covenants contained herein, and intending to be legally bound hereby agrees to the following terms and conditions:

THIRD PARTY ASSET MANAGEMENT– Brookstone utilizes the services of third party managers ("TPM") to manage Client assets. TPM services are offered pursuant to a separate contract between the Client and the TPM. The fee arrangements for these services are detailed in Schedule C of this agreement. Brookstone will ensure other advisers are properly licensed or registered as an investment adviser prior to engagement.

(A) Duties of Brookstone

Brookstone hereby accepts appointment and fiduciary duty of utmost good faith to act solely in the best interests of each Client pursuant to the terms and conditions set forth in this Agreement and to comply with impartial conduct standards of:

- Charging no more than reasonable compensation for services provided; and
- Making no misleading statements regarding investments, compensation and conflicts of interest.

Brookstone agrees to do the following:

1. Meet with the Client to discuss any changes in status, objectives, time horizon or suitability;
2. Update the TPM with any changes in Client status which is provided to Brookstone by the Client;
3. Review the statements provided by the TPM; and
4. Deliver the Form ADV Part 2, Privacy Notice and Referral Disclosure Statement to the Client.

Brookstone represents and warrants that it has authority to enter into this Agreement and to perform this Agreement in accordance with its terms and that it is licensed as an investment advisor under the laws of the State of Indiana and other jurisdictions in which it may conduct business.

Brookstone will not be required to take any action or render any advice 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.

Brookstone does not have discretion or custody of client funds under this agreement.

(B) Duties of Client

Client agrees to:

1. Notify Brookstone of a change in life status including but not limited to, employment, retirement, marital status, or household.

2. Promptly notify Brookstone in writing of any changes to its investment policy, and any changes to the restrictions or limitations applicable to the Account, and to provide Brookstone with prior written notice of any changes in the identity of persons authorized to receive information with respect to the Account.

(C) Fees

Brookstone will receive a portion of the advisory fee the Client pays to the TPM. The fees will be paid in accordance with the policies and contract of the TPM which the Client engages.

Brookstone will not be compensated based on the basis of a share of capital gains or capital appreciation of the assets in the Account.

Client acknowledges that representatives of Brookstone may provide Client with various insurance and securities products upon which a commission may be paid to Brookstone's representatives, and such commissions are separate and apart from the fees charged under this Agreement. A conflict exists because of the relationship. This conflict is mitigated by disclosures, procedures and Brookstone's fiduciary obligation. The Client is under no obligation to act upon the investment advisor's recommendations. If the Client elects to act on any of the recommendations, the Client is under no obligation to effect the transaction through Brookstone or its representatives.

(D) Duration and Termination

This Agreement shall become effective on the date written above and shall continue in effect until terminated. This agreement may be terminated by Brookstone with thirty (30) days written notice to Client or by Client at any time with written notice to Brookstone. Clients will be responsible for investment advisory fees up to and including the effective date of termination.

No assignment of this Agreement by Brookstone shall be effective without the prior written consent of Client. Clients may terminate their account within five (5) business days of signing the Investment Advisory Agreement with no obligation and without penalty.

(E) Services to Other Clients

It is understood that Brookstone performs investment advisory services for various Clients. Client agrees that Brookstone may give advice which may differ with the advice given to other Clients.

(F) Confidentiality

Client's personal information will be disclosed to third parties as presented in the privacy policy of Brookstone.

(G) Notices

All notices and other communications contemplated by this Agreement shall be deemed duly given if it is transmitted to Brookstone at the email or mailing address listed on Form ADV Part 2A.

And to Client at the address appearing below, or at such other address or addresses that shall be specified, in each case, in a written notice similarly given.

(H) Governing Law

The validity of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State in which the Client resides, except to the extent preempted by ERISA.

(I) Captions

The section headings of this Agreement are inserted for convenience of reference only, and shall not affect the interpretation of this Agreement.

(J) Brochure and Privacy Notice

Client acknowledges receipt of the Privacy Policy and Form ADV Part 2A & 2B of Brookstone. If Form ADV Part 2A & 2B was not delivered to the Client at least 48 hours prior to the Client entering into any written advisory contract with Brookstone, then the Client has the right to terminate the contract without penalty within five (5) business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

_____ Client Initials	_____ Date	_____ Client Initials	_____ Date
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Client chooses to have all required documents delivered via electronic communication, including, but not limited to, the documents listed above. Please send my documents to my secure online portal or email address:

Email Address

Email Address

Email Address Certification. You certify that the email address provided (“Client Email”) is a functioning email address owned and maintained by you or your agent on your behalf, and that all electronic communications of reports sent to the Email Address shall be accessible by you. You agree to notify us in writing, of any change in the Email Address.

Brookstone reserves the right to email additional forms and/or documents to the email indicated above. My signature below authorizes Brookstone to send any forms or documents that they feel are necessary to my email address.

(K) Entire Agreement and Amendment

This Agreement (including the Schedules listed below) contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior written agreements and understandings with respect hereto. This Agreement may only be amended or modified, and the terms hereof may only be waived, by a writing signed by all parties hereto or in the case of a waiver, by the party entitled to the benefit of the terms being waived.

(L) Limitation of Liability

Brookstone shall not be responsible for independent acts, omissions, or solvency of the Custodian or any broker or agent selected by it to affect any transactions for the Account. Brookstone shall not be relieved of any liability imposed by the Investment Advisors Act of 1940 or any applicable state laws that cannot be waived. Nothing in this Agreement may be interpreted to limit or modify the investment adviser’s fiduciary duties to its clients and nothing in this Agreement shall be deemed a waiver of any right or remedy that a client may have under federal or state securities laws. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith.

Schedule A	Client’s Individual Account Level Suitability
Schedule B	Identification of Authorized Persons
Schedule C	Schedule of Fees

SCHEDULE A Client's Individual Account Level Suitability

Complete the information below for each different registration type.

Account 1

Owner of account: _____

Type of account: _____

Risk tolerance: _____

Investment objective: _____

Investment horizon: _____

Restrictions: _____

Source of funds: _____

Liquidity needs: _____

Account 2

Owner of account: _____

Type of account: _____

Risk tolerance: _____

Investment objective: _____

Investment horizon: _____

Restrictions: _____

Source of funds: _____

Liquidity needs: _____

Account 3

Owner of account: _____

Type of account: _____

Risk tolerance: _____

Investment objective: _____

Investment horizon: _____

Restrictions: _____

Source of funds: _____

Liquidity needs: _____

Account 4

Owner of account: _____

Type of account: _____

Risk tolerance: _____

Investment objective: _____

Investment horizon: _____

Restrictions: _____

Source of funds: _____

Liquidity needs: _____

SCHEDULE B Identification of Additional Authorized Persons

The following persons are authorized to receive information with respect to the Account. Client will provide Brookstone with prior written notice of any changes to authorized persons.

Name(s): _____

SCHEDULE C Schedule of Fees

☐ *Managed by AssetMark Inc.*

The firm has entered into a Referral Agreement with AssetMark, Inc. ("AssetMark"). AssetMark shall pay the firm an ongoing, annual-rate compensation, referred to as the "Financial Advisors Fee" or "FA Fee" at rate of up to 1.10% as negotiated and agreed between the Client and the firm.

The initial investment advisory fee is _____%

This relationship will be disclosed to the client in each contract between the firm and Third Party Money Manager. The firm does not charge additional management fees for Third Party managed account services. Client's signature is required to confirm consent for services within Third Party Investment Agreement. Client will initial the firm's Investment Advisory Agreement to acknowledge receipt of Third Party fee Schedule and required documents including Form ADV Part 2 disclosures.

The total fees charged by AssetMark will include the FA Fee in addition to the portfolio fees shown in the fee schedules below:

Fees & Investment Minimums



Strategies					Guided Portfolios				Custom Individually Managed Accounts ⁹			
	GuideMark ^{1,7}	Clark FITR	Proprietary ETF, MF ⁸	Third-Party ETF, Institutional MF ^{2,3}	Guided Income Solutions	GPS Fund Strategies	GPS Select	Custom GPS Select	Parametric Custom Port. ⁴	CIBC Custom Portfolios ⁴	Custom ⁹	City National Rochdale
<\$250K	0.25%	0.55%	0.45%	0.50%	0%	0.25%	0.65%	0.65%	0.65%	1.00%	1.05%	1.10%
\$250K-\$500K	0.15%	0.55%	0.40%	0.35%	0%	0.15%	0.65%	0.65%	0.65%	1.00%	1.05%	1.10%
\$500K-\$1M	0.10%	0.50%	0.35%	0.30%	0%	0.10%	0.60%	0.60%	0.65%	1.00%	0.99%	1.04%
\$1M-\$2M	0.10%	0.45%	0.30%	0.28%	0%	0.10%	0.55%	0.55%	0.60%	0.95%	0.94%	0.99%
\$2M-\$3M	0.10%	0.35%	0.20%	0.25%	0%	0.10%	0.45%	0.45%	0.60%	0.95%	0.90%	0.99%
\$3M-\$5M	0.10%	0.30%	0.20%	0.20%	0%	0.10%	0.40%	0.40%	0.60%	0.90%	0.85%	0.95%
\$5M+	0.10%	0.25%	0.20%	0.10%	0%	0.10%	0.35%	0.35%	0.50%	0.80%	0.75%	0.90%
Minimum	\$10,000	\$25,000	\$25,000	\$25,000	\$50,000	\$10,000	\$50K-\$100K	\$250,000	\$250K-\$750K	\$1M	\$500K-\$1M	\$1M
Supplemental Fee			Proprietary ETF, MF	Third-Party ETF, Institutional MF	Supplemental Fee			Custom GPS Select	Supplemental Fee		Custom	
AssetMark Personal Values ²			0.05%		Dorsey Wright, Savos US Risk Controlled			0.10%	William Blair		0.05%	
AlphaSimplex, BlackRock (MAI), Opportunistic Alts, RFL, DoubleLine, First Trust Alternatives, JPMorgan Global Flexible, Morningstar (ETF, ESG, Fixed Income Allocation), State Street				0.10%	Savos GMS, Savos PMP			0.20%				
First Trust Top Themes, VanEck Thematic Disruption, AssetMark AssetBuilder ²			0.15%	0.15%	Julux, WestEnd Advisors			0.30%				
New Frontier				0.20%	Clark Tactical US			0.35%				
Dorsey Wright				0.25%	AIM (formerly known as Beaumont)			0.40%				
Clark Tactical US, Julux, WestEnd Advisors				0.50%								
AIM (formerly known as Beaumont)				0.60%								

Separately Managed Accounts (SMAs)			Individually Managed Accounts—Fixed Income ⁹			Savos				Administrative Accts/Individual Third-Party MFs	
	Active SMAs	Direct Indexing ¹¹	Proprietary Laddered Fixed Income ^{4,6}	Third-Party Laddered Fixed Income ⁴	Active Fixed Income ⁴	Preservation	GMS/PMP	US Risk Controlled	Personal Portfolios ¹²	General Securities ⁴ or Custodial Sweep ⁵	Individual MFs
<\$250K	0.70%	0.50%	0.20%	0.27%	0.30%	0.75%	1.00%	0.90%	0.75%	0.00%	0.25%
\$250K-\$500K	0.70%	0.50%	0.20%	0.27%	0.30%	0.50%	0.80%	0.75%	0.75%	0.00%	0.15%
\$500K-\$1M	0.67%	0.50%	0.20%	0.27%	0.25%	0.50%	0.75%	0.70%	0.75%	0.00%	0.10%
\$1M-\$2M	0.64%	0.45%	0.15%	0.22%	0.20%	0.45%	0.70%	0.65%	0.70%	0.00%	0.10%
\$2M-\$3M	0.60%	0.45%	0.15%	0.22%	0.20%	0.45%	0.70%	0.65%	0.70%	0.00%	0.10%
\$3M-\$5M	0.55%	0.45%	0.15%	0.22%	0.20%	0.40%	0.70%	0.65%	0.70%	0.00%	0.10%
\$5M+	0.50%	0.35%	0.15%	0.22%	0.20%	0.30%	0.60%	0.55%	0.60%	0.00%	0.10%
Minimum	\$50K-\$100K	\$75K-\$150K	\$25,000	\$125K-\$250K	\$25K-\$250K	\$25,000	\$25,000	\$25,000	\$150,000	\$10,000	\$10,000
Supplemental Fee	Active SMAs	Direct Indexing	Supplemental Manager Fee	Third-Party Laddered Fixed Income ⁴	Active Fixed Income ⁴	The fees above are tiered. The first dollar under management receives the highest fee and assets over each breakpoint receive reduced fees as listed. Advisor Managed Portfolios (available under the Advisor Model only): Flat Fee: 0.25% - 0.29% and a \$10,000 account minimum Tax Management Services: Flat fee: 0.10% and a \$100 annual minimum fee					
AllianceBernstein, BlackRock, Brown Advisory, Capital Group, Federated Hermes, Fiera, Franklin Templeton, Hartford, JPMorgan, Logan, Neuberger Berman, Principal Edge, VanEck	0.05%		Nuveen Ladders	0.13%							
AssetMark Sustainable Dividend, AssetMark Sustainable Women's Growth		0.05%	Capital Group Intermediate Muni, Clark Capital (Tax and Tax-Free), Nuveen Muni		0.20%						
Acadian, Principal	0.10%										
AssetMark Sustainable MOAT		0.10%									

For financial advisor use with advisory clients.

Please see next page for important disclosures.

INVESTMENT FIRMS BY CATEGORY

Strategies			Guided Portfolios	Individually Managed Accounts ⁹	Separately Managed Accounts (SMAs)	Individually Managed Accounts—Fixed Income ⁹			Individual Mutual Funds ¹⁰
GuideMark ^{1,7}	Proprietary ETF, MF ⁸	Third-Party ETF, Institutional MF ^{2,3}	Custom GPS Select	Custom	Active SMAs	Proprietary Laddered Fixed Income ^{4,6}	Third-Party Laddered Fixed Income ⁴	Active Fixed Income ⁴	
New Frontier ⁹ , Global GuideMark ⁹ , Market Blend ⁹ , US GuideMark ⁹ , Market Blend ⁹ , Individual GuidePath ⁹ Funds, GuideMark ⁹ Funds	AssetMark AssetBuilder ² , AssetMark Income Builder, AssetMark Personal Values ² , AssetMark WealthBuilder ^{2M} , Market Blend ETF Portfolios	AIM (formerly Beaumont), American Funds, AlphaSimplex, BlackRock (MAI), Opportunistic Alts, RFL, TA ESG, TA Multi-Manager w/ Alts, Clark (FITR, Tactical US), Capital Group ETFs, Dimensional Core Portfolios ¹ , Dorsey Wright, DoubleLine, Fidelity, First Trust Alternatives, First Trust Low Duration Fixed Income, First Trust Strategic Risk Core, First Trust Top Themes, First Trust Vest Laddered US Equity Buffer ETF Model, Franklin Templeton, JPMorgan (Absolute Return, Global Flexible, Global Standard, MAI), Julux, Kensington Managed Income, Morningstar (Active/Passive, ETF, ESG, Fixed Income Allocation), New Frontier, Nuveen ESG, PIMCO, State Street, VanEck, WestEnd Advisors	All strategists (plus Savos UMA strategies) in the Strategies table are available for Custom GPS Select	AssetMark Custom High Net Worth, Clark Capital Personalized UMA, William Blair	Acadian, AllianceBernstein, BlackRock, Brown Advisory, Capital Group, Federated Hermes, Fiera Capital, Franklin Templeton, Hartford, JPMorgan, Logan, Morningstar, Neuberger Berman, Principal, Principal Edge, VanEck, William Blair	Savos Bond Ladders	Nuveen, Parametric	Capital Group Intermediate Muni, Clark Capital Taxable and Tax-Free Fixed Income, Nuveen, Savos Active Fixed Income, Savos ETF Ladders	DoubleLine Shiller Enhanced CAFE, Neuberger Berman PutWrite, PIMCO TRENDIS Managed Futures, Stone Ridge Diversified Alternatives

- Mutual Funds used within these strategies are primarily comprised of NTF (No Transaction Fee) Funds including A share and retail share classes.
- Annual Minimum Platform Fee: \$350 (This fee is waived on American Funds and Multiple Strategy Accounts).
- Dimensional Core Portfolios is a Third-Party solution but follows the Proprietary ETF and Mutual Fund fee schedule.
- Transaction-based fees, including trade away fees, may be applicable to the account. These fees are typically \$20 per trade.
- Custodial sweep or money market fund selected by AssetMark.
- Proprietary solution types refer to those offered by AssetMark.
- AssetMark is the investment adviser to the GuideMark⁹ Funds.
- This strategy contains GuideMark⁹ mutual funds.
- Custom and Fixed Income = Individually Managed Account
- Other Individual Mutual Funds are available, including BlackRock T-Fund and JPMorgan 100% Treasury. AssetMark waives the Platform Fee in some instances.
- Taxable registrations using Direct Indexing will include Tax Management Services with no additional fee.
- Savos Personal Portfolios with TMS include Tax Management Services with no additional fee.
- Multiple Strategy Account (MSA): The fees charged for an MSA account are based on the above single-strategy fee schedule for each strategist selected and weighted based on the allocation to each sleeve. Proprietary Mutual Fund Solutions: Refer to Exhibit C for important conflicts of interest disclosures on strategies that use AssetMark's proprietary mutual funds.

For the most current version of this document, please go to www.assetmark.com/info/disclosure

For complete information about account minimums, fees, and expenses for the various investment solutions, refer to the Disclosure Brochure. To receive a copy, please contact your financial advisor.

AssetMark, Inc.
1655 Grant Street
10th Floor
Concord, CA 94520-2445
800-664-5345

AssetMark, Inc. is an investment adviser registered with the U.S. Securities and Exchange Commission. AssetMark Asset Management, a division of AssetMark, Inc., includes the firm's proprietary investment strategies. GuideMark⁹ and GuidePath⁹ Funds are distributed by AssetMark BrokerageTM, LLC, member FINRA, an affiliate of AssetMark, Inc. AssetMark and third-party strategists are separate and unaffiliated companies.
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For financial advisor use with advisory clients.

Fees are calculated in advance based on the asset value at the end of the previous quarter.

By initialing below, Client agrees to the above fee schedules.

Client Initials Date Client Initials Date

☐ *Managed by Retirement Management Systems ("RMS")*

Brookstone will refer retirement plan participants who may be interested in the Savings Plan Management advisory program provided by RMS. RMS will manage the assets according to the Investment Policy Statement corresponding the portfolio selection confirmed on the Investor Profile and manage the account in the Plan identified on Schedule A of the RMS client agreement by allocating, rebalancing and reallocating Client Assets among the Plan's investment options. Fees are billed as follows:

Assets Under Management	Maximum Annual Fee	RMS Fee	Brookstone Max Fee	Brookstone Negotiated Fee
All Assets	1.00%	0.12%	0.88%	

RMS does charge a minimum annual fee of \$240. Brookstone's portion of the annual fee is negotiable based upon certain criteria (e.g., historical relationship, type of assets, anticipated future earning capacity, anticipated future additional assets, dollar amounts of assets to be managed, related accounts, account composition, negotiations with Clients, etc.). Fees are billed either quarterly or monthly in advance based on the amount of assets managed as of the close of business on the last business day of the previous billing cycle. Lower fees for comparable services may be available from other sources. Clients may terminate their account within five (5) business days of signing the Investment Advisory Agreement with no obligation and without penalty. After the initial five (5) business days, the agreement may be terminated by Brookstone with thirty (30) days written notice to Client and by the Client at any time with written notice to Brookstone. For accounts opened or closed mid-billing period, fees will be prorated based on the days services are provided during the given period. All prepaid unearned fees will be refunded to the Client. Client shall be given thirty (30) days prior written notice of any increase in fees. Any increase in fees will be acknowledged in writing by both parties before any increase in said fees occurs.

Select billing cycle:

☐ Quarterly ☐ Monthly

By initialing below, Client agrees to the above fee schedules.

Client Initials Date Client Initials Date

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written,

PMB Capital Management LLC DBA Brookstone Financial

By: _____

Advisor Signature

Date: _____

Advisor Printed Name

CLIENT DATA

Name: _____

Address: _____

Client Signature

Date: _____

Client Signature

Date: _____