



## Financial Planning and Consulting Agreement

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<b>Client Name:</b>	
<b>Client Address:</b>	
<b>Client Phone:</b>	

Client engages PMB Capital Management LLC DBA Brookstone Financial (“Brookstone”) for financial planning and consulting services. 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 will offer the following financial planning and consulting services. Client will indicate which services they wish engage.

**Initial Plan/Consultation**

Financial plans will be performed for one or more of the following areas as detailed in the Scope of Services Section::

- Financial planning or plan updates
- Retirement income planning
- Tax planning coordination (non-tax advice)
- Business planning or cash-flow analysis
- Estate planning coordination
- Education funding analysis
- Ad-hoc or special-purpose consulting

### **Initial Plan/Consultation Fees**

In addition to asset-based investment management services, the Brookstone may provide financial planning, consulting, or other advisory services at the client’s request that are not included in ongoing portfolio management. These services are billed at an hourly rate of \$350 per hour. Hourly fees are calculated based on actual time incurred and are generally invoiced upon completion. Fees are not estimated in advance, and total costs may vary depending on the scope and complexity of services requested.

Services are completed and delivered inside of thirty (30) days contingent upon timely delivery of all required documentation. Client may cancel within five (5) business days of signing Agreement with no obligation and without penalty. If the Client cancels after five (5) business days, any unpaid earned fees will be due to Brookstone. Brookstone reserves the right to waive the fee should the Client implement the plan through Brookstone. Fees for financial plans are due upon delivery of the completed plan.

The Adviser will not charge both asset-based and hourly fees for the same service. Investment management services covered by the asset-based fee will not be billed separately on an hourly basis. Hourly fees apply only to services that fall outside the scope of ongoing investment management.

Clients are not required to engage the Adviser for hourly services and may decline such services at any time.

#### **□ Additional Services**

Brookstone will offer the following additional services, to be provided at the client's request:

- Retirement Income Planning Services
- Generational Wealth Transfer Strategies
- Outside Account Services
  - Asset Allocation Consulting
  - Annual Contribution Guidance
  - Document Assistance
  - Tax Form Gathering & Review

Additional services will be completed within 30 days of client request.

#### **Additional Services Fees**

Brookstone charges a \$350 hourly fee for financial planning and consulting services to be charged quarterly in the quarters that services were provided.

In quarters where services are provided, Client will receive a detailed invoice describing services that were completed. Fees are due upon receipt of invoice. A new contract will be required once agreed upon number of hours has been fulfilled.

Client may cancel within five (5) business days of signing Agreement with no obligation and without penalty. If the Client cancels after five (5) business days, any unpaid earned fees will be due to Brookstone. Brookstone reserves the right to waive the fee should the Client implement the plan through Brookstone.

If a conflict of interest exists between the interests of Brookstone and the interests of the Client, the Client is under no obligation to act upon Brookstone's recommendation. If the Client elects to act on any of the recommendations, the Client is under no obligation to effect the transaction through Brookstone. Financial plans will be completed and delivered inside of thirty (30) days contingent upon timely delivery of all required documentation.

Client acknowledges that representatives of Brookstone may provide Client with various insurance 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.

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. No assignment of this Agreement by Brookstone shall be effective without the prior written consent of Client.

Brookstone agrees that all information concerning the financial affairs of Client shall be treated as confidential and will be disclosed to third parties as presented in Brookstone's Privacy Policy. Exceptions may be made as required by law.

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.

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 above, or at such other address or addresses that shall be specified, in each case, in a written notice similarly given.

Brookstone does not have discretion or custody of client funds under this agreement. Financial planning agreement is considered complete upon delivery of the completed plan. No assignment of this Agreement by Brookstone shall be effective without the prior written consent of Client.

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:

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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.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Advisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Scope of Services