



HOURLY CONSULTING AGREEMENT

This is an agreement between Personal Money Planning (“Advisor”), and
_____ (“Client”).

By this agreement, Client retains Advisor to provide hourly advisory services to Client on the following terms:

Section 1. Hourly Financial Advisory Services. Advisor will provide financial advice on an hourly basis. No specific outcome is guaranteed and it is up to the Client to guide the direction of the advice.

While investments may be discussed during the advisory sessions, it is not the intention of this agreement to provide complete investment advice. Client is advised to consider an Investment Management Agreement instead of or in addition to this agreement if investment advice is desired.

Section 2. Advisory Fees. Services provided by Advisor will be performed at the then current hourly rate. This rate may change during the period of this agreement with advanced written warning to the client. Current rates are:

Investment Advisory Services: \$150 per hour

This covers advice pertaining to investment selection and portfolio asset allocation work.

Financial Advisory Services: \$100 per hour

This includes retirement planning, college funding planning, risk management, etc.

Administrative Services: \$40 per hour

This includes work that we do that in our opinion does not require a licensed, degreed, experienced or certified individual to perform.

Fees are due at the end of each session. These billing rates may be changed with notice contained in subsequent editions of ADV Form II. While this form will be offered to the client at least annually, it is the duty of the client to request and read subsequent editions of this form.

Section 3. Confidentiality. Except as otherwise agreed or as required by law, Advisor will keep confidential all information concerning Client's identity, financial affairs, or investments. Please see our privacy statement in the ADV Part II for further guidance in this area.

Section 4. Advice to Others. Client understands that Advisor serves as investment Advisor for other clients and will continue to do so. Client also understands that Advisor, its personnel and affiliates ("Affiliated Persons") may give advice or take action in performing their duties to other clients, or for their own accounts, that differ from advice given to Client. Advisor is not obligated to recommend for Client any security or other investment that Advisor or its Affiliated Persons may recommend for any other client or for their own accounts. This Agreement does not limit or restrict in any way Advisor or any of its Affiliated Persons from buying, selling or trading in any securities or other investments for their own accounts.

Section 5. Insider Information. Advisor or its Affiliated Persons may provide services for, or solicit business from various companies, including issuers of securities that Advisor may recommend for client accounts. In providing these services, Advisor or its Affiliated Persons may obtain material, nonpublic or other confidential information that, if disclosed, might affect an investor's decision to buy, sell or hold a security. Under applicable law, Advisor and its Affiliated Persons cannot improperly disclose or use this information for their personal benefit or for the benefit of any person, including clients of Advisor. If Advisor or any Affiliated Person obtains nonpublic or other confidential information about any issuer, Advisor will have no obligation to disclose the information to Client or use it for Client's benefit.

Section 6. Risk Acknowledgment. Advisor does not guarantee the future performance or success of any financial decision or strategy that Advisor may give. Client understands that financial recommendations for Client by Advisor are subject to various market, currency, economic, political and business risks, and that those decisions will not always be profitable. Except as may otherwise be provided by law, Advisor will not be liable to Client for (a) any loss that Client may suffer by reason of any decision made or other action taken or omitted in good faith by Advisor with that degree of care, skill, prudence, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; (b) any loss arising from Advisor's adherence to Client's written or oral instructions; or (c) any act or failure to act by the Custodian, any broker or dealer or by any other third party recommended by Advisor or used by Client. The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement will waive or limit any rights that Client may have under those laws.

Section 7. Termination. This Agreement will continue in effect until terminated by either party by giving written notice to the other. If Client is a natural person, the death, disability or incompetency of Client will not terminate or change the terms of this Agreement. However, Client's executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to Advisor. Termination of this Agreement will not affect Client's obligation to pay advisory fees (pro rated through the date of termination).

Section 8. Client Authority. If Client is a corporation, partnership or limited liability company, the person signing this Agreement for the Client represents that he or she has been authorized to do so by appropriate action. If this Agreement is entered into by a trustee or other fiduciary, the

trustee or fiduciary represents that Advisor's investment management strategies, allocation procedures, and investment advisory services are authorized under the applicable plan, trust, or law and that the person signing this Agreement has the authority to negotiate and enter into this Agreement. Client will inform Advisor of any event that might affect this authority or the propriety of this Agreement.

Section 9. Binding Agreement. This Agreement will bind and be for the benefit of the parties to the Agreement and their successors and permitted assigns, except that this Agreement may not be assigned (within the meaning of the Advisors Act) by either party without the written consent of the other party.

Section 10. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without giving effect to any conflict or choice of law provisions of that State, provided that nothing in this Agreement will be construed in any manner inconsistent with the Advisors Act, any rule or order of the Securities and Exchange Commission under the Advisors Act and, if applicable to the Account, ERISA and any rule or order of the Department of Labor under ERISA.

Section 11. Notices. Any notice to be given to Advisor under this Agreement will be delivered in person, by U.S. mail, or courier (postage prepaid) to Advisor at the address on the first page of this Agreement or at such other address as Advisor may designate in writing. Any notice given to Client under this Agreement will likewise be sent to Client at their last known address.

Section 12. Amendments. Advisor shall have the right to amend this agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Any such amendment shall be effective 30 days after Advisor has notified the Client in writing of any change, or such later date as is established by Advisor. Changes may be made through revisions in the Form ADV Part II and are considered amendments to this Agreement 30 days after the revised Form ADV Part II is either delivered or offered to Client. It is the duty of the client to request and read these updated editions.

Section 13. Mediation and Arbitration Provision

Mediation—If a dispute arises out of our engagement and cannot be settled through negotiation, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association or another suitable group, before resorting to arbitration, litigation, or some other dispute resolution procedure.

Arbitration—If mediation is unsuccessful, any controversy or dispute which may arise between the Client and Advisor concerning any transaction or the construction, performance or breach of this agreement shall be settled by arbitration. Any arbitration shall be pursuant to the rules, then applying, of the American Arbitration Association, except to the extent set forth herein. The arbitration panel shall consist of at least three individuals, with at least one panelist having knowledge of investment planning activities. The parties agree that any arbitration proceeding pursuant to this provision shall be held in a location as determined by the rules of the American Arbitration Association. The award of the arbitrators shall be final and binding on the parties, and judgment upon the award rendered may be entered into in any court, state or federal, having jurisdiction.

- Arbitration is final and binding on all parties.
- The parties are waiving their right to seek remedies in court, including the right to jury trial, except to the extent such a waiver would violate applicable law.
- Pre-arbitration discovery is generally more limited than and different from court proceedings.
- The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

The agreement to arbitrate does not entitle the Client to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a court of competent jurisdiction. If at the time a demand for arbitration is made or an election or notice of intention to arbitrate is served, the claims sought to be arbitrated would have been barred by the relevant statute of limitations or other time bar, any party to this agreement may assert the limitations as a bar to the arbitration by applying to any court of competent jurisdiction, and the Client expressly agrees that any issues relating to the application of a statute of limitations or other time bar, are referable to such a court. The failure to assert such bar by application to a court, however, shall not preclude its assertion before the arbitrators.

Section 14. Standard of Conduct. As a CFP® certificant, the advisors of Personal Money Planning acknowledge their responsibility to adhere to the standards established in CFP Board's Standards of Professional Conduct, including the duty of care of a fiduciary, as defined by CFP Board. If you become aware that their conduct may violate the Standards, you may file a complaint with CFP Board at www.CFP.net/complaint.

Section 15. Miscellaneous. If any provision of this Agreement is or should become inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed to be rescinded or modified in accordance with any such law or rule. In all other respects, this Agreement will continue and remain in full force and effect. No term or provision of this Agreement may be waived or changed except in writing signed by the party against whom such waiver or change is sought to be enforced. Advisor's failure to insist at any time on strict compliance with this Agreement or with any of the terms of the Agreement or any continued course of such conduct on its part will not constitute or be considered a waiver by Advisor of any of its rights or privileges. This Agreement contains the entire understanding between Client and Advisor concerning the subject matter of this Agreement.

SIGNATURES

If more than one, all parties to the Agreement must sign. If any signatory is a fiduciary, the capacity in which he or she is acting should be indicated.

NOTE: THIS AGREEMENT CONTAINS A PRE-DISPUTE MEDIATION AND ARBITRATION CLAUSE WHICH IS LOCATED AT SECTION 13.

Client acknowledges receipt of our Disclosure Document, the equivalent of Part II of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Schedule H of Form ADV, if the client is entering into a wrap fee program sponsored by the investment Advisor. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment Advisor, then the client has the right to terminate the contract without penalty within five 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, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

Client Signature

Client Signature

Name (Print)

Name (Print)

SSN if individual;
Title or Capacity if Fiduciary

SSN if individual;
Title or Capacity if Fiduciary

State of residence or business location

State of residence or business location

Date: ____/____/____

Date: ____/____/____

Gary Silverman

Date: ____/____/____