



ONGOING INVESTMENT MANAGEMENT AGREEMENT

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

By this agreement, Client retains Advisor to provide investment management services to Client on the following terms:

Section 1. Managing Your Portfolio. Personal Money Planning manages client portfolio account(s) on a Discretionary basis. Please acknowledge discretionary management as explained below. (INITIAL NEXT TO THE PARAGRAPH).

_____ Discretionary. Client acknowledges that the Advisor will direct, at Advisor’s sole discretion and without first consulting Client, the investment and reinvestment of the assets in Client’s account(s) (the “Account”) in securities and cash or cash equivalents. A more detailed description of Discretionary management can be found in the Disclosure Document.

Investment objectives and any special instructions or limits that Client wishes Advisor to follow in managing the Portfolio or advising Client will be agreed upon prior to investment allocations being made. Client agrees to notify Advisor promptly of any significant change in the information provided by the Client or any other significant change in Client’s financial circumstances that might affect the manner in which Client’s account should be invested. Client also agrees to provide Advisor with such additional information as Advisor may request from time to time to assist Advisor in managing the Account or advising Client. Advisor’s authority under this Agreement will remain in effect until changed or terminated by either the Client or the Advisor in writing.

Section 2. Selecting a Broker. The Client will select the broker or agency to be used for each account advised or managed. This selection, known as the Directed Broker, is made by signing the forms used to open any new account. If accounts are left as-is the Directed Broker is the current broker being used.

In selecting the Directed Broker, the Client has the sole responsibility for negotiating commission rates and other transaction costs with the Directed Broker. This responsibility remains even if the broker is recommended by the Advisor. Although Client has selected a Directed Broker, Client agrees that Advisor will not be required to effect any transaction through the Directed Broker if Advisor reasonably believes that to do so may result in a breach of its duties as a fiduciary. Client understands that by instructing Advisor to execute all transactions on behalf of the Account through the Directed Broker, a disparity may exist between the commissions borne by the Account and the commissions borne by Advisor’s other clients that use a different broker-dealer. Client also

understands that by instructing Advisor to execute all transactions on behalf of the Portfolio account(s) through the Directed Broker, Client may not necessarily obtain commission rates and execution as favorable as those that would be obtained if Advisor was to place transactions with other broker-dealers.

Advisor may give a copy of this Agreement to any broker, dealer or other party to a transaction for the Account, or the Custodian as evidence of Advisor's authority to act for Client.

Section 3. Custodial Arrangements. Custody of Portfolio assets will be maintained with an independent custodian selected by the Client. Advisor will not have custody of any assets in the Portfolio. Client will be solely responsible for paying all fees or charges of the Custodian. Client authorizes Advisor to give Custodian instructions for the purchase, sale, conversion, redemption, exchange or retention of any security, cash or cash equivalent or other investment for the Portfolio. Client also authorizes and directs Advisor to instruct Custodian on Client's behalf to:

- (a) send Client at least quarterly a statement showing all transactions occurring in the Portfolio account(s) during the period covered by the account statement, and the funds, securities and other property in the account(s) at the end of the period; and
- (b) provide Advisor copies of all periodic statements and other reports for the Account that Custodian sends to Client.

Section 4. Reports. Client will receive quarterly written statements of the assets in Client's Portfolio account(s), transactions during that period, the cost of purchases, proceeds from sales, and the current market value. Quarterly or more frequent reports generated by Custodian, trustees, mutual funds, or brokers may be used to satisfy this requirement.

Section 5. Advisory Fees.

Initial Fee. Your initial fee is \$_____ and covers initial work such as research on your existing accounts, risk profiling, meetings, and asset allocation services.

Ongoing Fee. Thereafter, the fee will be a percentage of the market value of all assets in the Portfolio on the last trading day of each calendar quarter.

For portfolios with calculated management values under \$40,000, the annual management fee is 1.5% of assets under management.

For portfolios with calculated management values equal to or over \$40,000, the annual management fee is determined per the following schedule:

Assets under management	Annual charge for services (divided by four for the quarterly charge)
The First \$1,000,000	\$240 + 0.90% of assets
The Next \$1,000,000	0.70% of assets
The Next \$2,000,000	0.55% of assets
Amount over \$4,000,000	0.45% of assets

The advisory fee is payable quarterly, in arrears. Personal Money Planning, at its discretion, may carry forward quarterly charges from one quarter to the next.

Fees may be changed with notice in subsequent editions of our Disclosure Document. While the Form will be offered at least annually, it is up to the client to request and read the latest copy of this form.

Maximum Fee. At no time will the annual fee exceed 3% of assets under management.

Other Costs. Client understands that Account assets invested in shares of mutual funds or other investment companies (“funds”) will be included in calculating the value of the Account for purposes of computing Advisor’s fees and the same assets will also be subject to additional advisory and other fees and expenses, as set forth in the prospectuses of those funds, paid by the funds but ultimately borne by the investor. Personal Money Planning's fees do not include commissions and other transaction fees charged by selected brokers, custodians, or mutual fund companies, or any charge relating to the custody of securities in the account. Client will be responsible for all such commissions and charges.

Other Services. Other services provided by Personal Money Planning will be performed at the hourly rate in effect at that time.

Payment Method. Client elects to pay Advisor for its services as follows (INITIAL ONE PARAGRAPH):

_____ Client authorizes the Custodian to deduct from Client’s Account and pay to Advisor on the submission of a bill the management fee for each calendar quarter. Advisor will send to Client an invoice showing the amount of the management fee due, the Account value on which the fee is based and how the fee was calculated. Client is responsible for verifying fee computations since custodians are not typically asked to perform this task. The Custodian will send Client a quarterly statement showing all amounts paid from the Account, including all management fees paid by Custodian to Advisor.

_____ Advisory Fees will be billed directly to Client (and not deducted from Client’s Account), and Client agrees to pay all Advisory Fees within 10 days of Client’s receipt of an invoice from Advisor.

Section 6. Valuation. Advisor will value securities in the Account as reported by the custodian of that account. Other securities or investments in the Account will be valued in a manner determined in good faith by Advisor to reflect fair market value.

Section 7. 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 8. 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 9. 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 10. Risk Acknowledgment. Advisor does not guarantee the future performance of the Account or any specific level of performance, the success of any investment decision or strategy that Advisor may use, or the success of Advisor's overall management of the Account. Client understands that investment decisions made for Client's Account by Advisor are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable. Advisor will provide advice or management only with respect to the securities, cash and other investments held in Client's Account and, in making recommendations with respect to the Account, Advisor will not consider any other securities, cash or other investments owned by Client. 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 investment 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 to which Advisor directs transactions for the Account, or by any other third party. 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 11. Other Legal Actions. The Client agrees that Advisor will not advise or act for Client in any legal proceedings, including bankruptcies or class actions, involving securities held or previously held by the Account or the issuers of these securities ("Legal Proceedings") as part of this agreement.

Section 12. Proxy Voting. The Client agrees Advisor will not be required to vote proxies for securities held in the Investment Account. Advisor will provide advice about proxy issues as requested by the client.

Section 13. 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 (a) the validity of any action previously taken by Advisor under this Agreement; (b) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (c) Client's obligation to pay advisory fees (pro rated through the date of termination). On the termination of this Agreement, Advisor will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the Account.

Section 14. 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 15. 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 16. 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 17. Notices. Any notice, advice or report 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, advice or report given to Client under this Agreement will be delivered in a likewise manner to the last known address of the Client.

Section 18. 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 on a 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 19. 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 20. 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 21. 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.

If more than one, all principals to the Account 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 19.

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: ____/____/____