



*4245 Kemp Blvd., Suite 1007  
Wichita Falls, Texas 76308*

## **HOURLY CONSULTING AGREEMENT**

This is an agreement between Personal Money Planning, LLC (“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 for larger portfolios. Client is advised to consider an Ongoing Investment Management Agreement instead of or in addition to this agreement if investment management 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:

Financial Advisory Services: \$200 per hour. This covers advice pertaining to investment selection and portfolio asset allocation work, along with 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 our Disclosure Document. 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.

**Additional Fees Incurred.** This section pertains only to accounts maintained for you by the advisor. Personal Money Planning, LLC has engaged the assistance of Chicago Clearing Corporation to provide class action litigation monitoring and securities claim filing services. Since these services are not part of our financial advisory services, we can charge our normal

administrative fee, even if you do not qualify for a settlement. Since Chicago Clearing Corporation only charges a 15% contingency fee, you will not be charged unless they receive a settlement for you. We feel this is a more reasonable solution in these cases. As a valued client, we are pleased to provide this service to you. In order to do so, we will be required to provide private information to Chicago Clearing Corporation to assist the class action research. However, you also have the choice to “OPT-OUT” of this service. By signing this agreement, you are automatically opting to use this service, and authorizing Personal Money Planning, LLC to share private information with Chicago Clearing Corporation for the sole purpose of preparing and filing class action settlement claims.

*\* If you choose not to use this service, please ask us for the opt-out form.*

**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. (This option is only available if the advisor is maintaining investment accounts for the client at TD Ameritrade.)
- \_\_\_\_\_ 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.

You, the client, or we, Personal Money Planning, LLC, may cancel the service at any time by notification via certified mail. Unearned, prepaid fees are returned to the client within 10 business days. In a typical financial planning engagement, the majority of the time spent occurs very soon after acceptance of the engagement. This is due to the labor-intensive activities of data gathering, report preparation and interpretation, and strategy formulation. Thus, it is doubtful that much, if any, refund will be available later in the engagement.

The fee is negotiable in special or unusual circumstances. Examples of factors that affect the quoted fee include: consideration of business assets, time and labor required, the nature and length of any existing professional relationship with you, and time limitations imposed by you or by circumstances. Certain groups such as employees and their families, certain full-time employees of charitable or religious organizations, local commerce groups, and others may receive discounts on their services. This means that you may pay more or less than others who are receiving similar services.

**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. All employees will respect the confidentiality of any information entrusted to, or obtained in the course of the employee's business or related professional activities. A Personal Money Planning, LLC employee will not disclose any client information without the specific consent of the client unless in response to proper legal process, to defend against charges of wrongdoing by the employee, or in connection with a civil dispute between the employee and client.

Employees will acknowledge their duty in this area upon hiring by completing the "Client Confidentiality Policy Acknowledgement" form.

Personal Money Planning, LLC holds itself to a fiduciary duty standard. This means we are extremely loyal to the person to whom we owe the duty. We must not put our personal interests before the duty, and must not profit from our position as a fiduciary. When signing a written agreement with Personal Money Planning, LLC, you are authorizing us to provide you advice we feel is in your best interest. If signing a joint agreement, this also allows us to share information with your joint party if we feel a decision, while in your best interest, may not be in theirs also. In addition, when signing a joint agreement we will be managing the account as a whole, which will allow either party to request distributions from the account, along with information. This policy will remain in effect until we are notified to do so otherwise. If you object to this policy, it is best to sign individual agreements prior to the start of our relationship. A joint account will require a joint agreement to be signed, but the additional individual agreement will be tied to an individual account.

**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

arising from Advisor's adherence to Client's written or oral instructions; or (b) 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 and the State of Oklahoma without giving effect to any conflict or choice of law provisions of those States, 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 (postage prepaid), or courier 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 Disclosure Document and are considered amendments to this Agreement 30 days after the revised Disclosure Document 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, LLC 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](http://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.

**Section 16. Trusted Contact (optional).** By completing this section, you authorize Personal Money Planning to contact the person(s) named below for the following reasons: if there are questions or concerns about my whereabouts or health status; if Personal Money Planning suspects that I may be a victim of fraud or financial exploitation; if Personal Money Planning suspect that I might no longer be able to handle my financial affairs; to confirm the identity of any legal guardian, executor, trustee authorized trader, or holder of a power of attorney; or if Personal Money Planning has any other concerns or is unable to contact me about my accounts(s) for which they are listed as the advisor.

**NOTE: Your Trusted Contact must be someone other than tan account owner and cannot be the Investment Advisor. You may provide more than two Trusted Contact Persons by completing, signing, and attaching an additional sheet of paper.**

Name:		Relationship:	
Phone:		Email:	
Address:			
City:	State:	Zip:	

Name:		Relationship:	
Phone:		Email:	
Address:			
City:	State:	Zip:	

## 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 the Disclosure Document; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Part 2A Appendix 1 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: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Officer Signature

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_