

Financial Planning Agreement & Engagement

Client 1:	
Client 2:	

THIS AGREEMENT between Bridge Capital Consulting, LLC ("Adviser") and the Client, is in effect from the time Adviser receives and accepts a copy of this Agreement executed by the Client. By signing this Agreement, the Client acknowledges engaging the Adviser to provide financial planning for the Client, and/or advisory services for the Client's investment account(s).

1. **APPOINTMENT AS INVESTMENT Adviser:** The Client hereby retains the Adviser, and the Adviser hereby agrees to provide financial planning services with respect to certain assets of the Client (the "Financial Profile") in accordance with the terms and conditions set forth below. Client has selected the services below:

- **Business Planning:** We provide consulting services for clients who currently operate their own business, are considering starting a business, or are planning for an exit from their current business. Under this type of engagement, we work with you to assess your current situation, identify your objectives, and develop a plan aimed at achieving your goals.
- **Cash Flow and Debt Management:** We will conduct a review of your income and expenses to determine your current surplus or deficit along with advice on prioritizing how any surplus should be used or how to reduce expenses if they exceed your income. Advice may also be provided on which debts to pay off first based on factors such as the interest rate of the debt and any income tax ramifications. We may also recommend what we believe to be an appropriate cash reserve that should be considered for emergencies and other financial goals, along with a review of accounts for such reserves, plus strategies to save desired amounts.
- **College Savings:** Includes projecting the amount that will be needed to achieve college or other post-secondary education funding goals, along with advice on ways for you to save the desired amount. Recommendations as to savings strategies are included, and, if needed, we will review your financial picture as it relates to eligibility for financial aid or the best way to contribute.
- **Employee Benefits Optimization:** We will provide review and analysis as to whether you, as an employee, are taking the maximum advantage possible of your employee benefits. If you are a business owner, we will consider and/or recommend the various benefit programs that can be structured to meet both business and personal retirement goals.
- **Estate Planning:** This usually includes an analysis of your exposure to estate taxes and your current estate plan, which may include whether you have a will, powers of attorney, trusts and other related documents. Our advice also typically includes ways for you to minimize or avoid future estate taxes by implementing appropriate

estate planning strategies such as the use of applicable trusts. We always recommend that you consult with a qualified attorney when you initiate, update, or complete estate planning activities. We may provide you with contact information for attorneys who specialize in estate planning when you wish to hire an attorney for such purposes. From time-to-time, we will participate in meetings or phone calls between you and your attorney with your approval or request.

- **Financial Goals:** We will help clients identify financial goals and develop a plan to reach them. We will identify what you plan to accomplish, what resources you will need to make it happen, how much time you will need to reach the goal, and how much you should budget for your goal.

- **Insurance and Annuities:** Review of existing policies to ensure proper coverage for life, health, disability, long-term care, liability, home and automobile, as well as annuities.

- **Investment Analysis:** This may involve developing an asset allocation strategy to meet clients' financial goals and risk tolerance, providing information on investment vehicles and strategies, reviewing employee stock options, as well as assisting you in establishing your own investment account at a selected broker/dealer or custodian. The strategies and types of investments we may recommend are further discussed in Item 8 of this brochure.

- **Retirement Planning:** Our retirement planning services typically include projections of your likelihood of achieving your financial goals, typically focusing on financial independence as the primary objective. For situations where projections show less than the desired results, we may make recommendations, including those that may impact the original projections by adjusting certain variables (i.e., working longer, saving more, spending less, taking more risk with investments). If you are near retirement or already retired, advice may be given on appropriate distribution strategies to minimize the likelihood of running out of money or having to adversely alter spending during your retirement years.

- **Risk Management:** A risk management review includes an analysis of your exposure to major risks that could have a significant adverse impact on your financial picture, such as premature death, disability, property and casualty losses, or the need for long-term care planning. Advice may be provided on ways to minimize such risks and about weighing the costs of purchasing insurance versus the benefits of doing so and, likewise, the potential cost of not purchasing insurance ("self-insuring").

- **Tax Planning Strategies** Advice may include ways to minimize current and future income taxes as a part of your overall financial planning picture. For example, we may make recommendations on which type of account(s) or specific investments should be owned based in part on their "tax efficiency," with consideration that there is always a possibility of future changes to federal, state or local tax laws and rates that may impact your situation. We recommend that you consult with a qualified tax professional before initiating any tax planning strategy, and we may provide you with contact information for accountants or attorneys who specialize in this area if you wish to hire someone for such purposes. We will participate in meetings or phone calls between you and your tax professional and other professionals with your approval.

2. **CONFIDENTIAL RELATIONSHIP:** Information received by Adviser from Client will be kept confidential by Adviser in a manner consistent with applicable law and with the Adviser's Privacy Policy, which Client acknowledges receiving, and will be sent to Client annually, as required by law. All information or advice furnished by Adviser to Client shall be treated as confidential and not be disclosed by Client except as required by law or for general purposes associated with Client's financial well-being, such as in discussions with Client's tax professional or attorney. Client will provide Adviser with the following information: Age, annual income, total net worth excluding primary residence), liquid net worth, employment status, fair market value of primary residence and outstanding debt, tax status including type of account, tax bracket, or tax strategy (s) for the account, investment objectives, investment experience, investment time horizon, liquidity needs, risk tolerance, other investments, other information the client may disclose to the investment adviser in connection with recommendations or investment advice and any other relevant information the investment adviser should ask based on the investment adviser's strategy.
3. **VOTING PROXIES:** Adviser shall not vote any proxies for securities purchased for Client's Account.
4. **CLASS ACTION SETTLEMENT CLAIMS:** The Adviser will not file a class action settlement claim involving a security held in Client's account on behalf of Client. 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.
5. **CODE OF ETHICS:** Client acknowledges that Adviser has made Client aware that Adviser has a Code of Ethics, which is described on Adviser's Form ADV, Part 2, and which will be provided to Client upon request.
6. **FEES:** The fees for services under this Agreement shall be agreed upon in the executed financial planning agreement between the Client, and the Adviser. Financial Planning will be offered on either a fixed fee basis, or at an hourly rate. Our hourly rate is \$250. We calculate our fixed fee by determining the amount of hours needed to fulfill the requested services and multiplying that number of hours by \$250. The fees shall be calculated, and a portion paid in advance in accordance with the rate set forth in the attached fee schedule. (Schedule A). The remainder will be collected upon completion of services. In all instances, the Adviser will send the client a written invoice, including the fee, the formula used to calculate the fee, the fee calculation itself, and the time period covered by the fee. The Adviser will send these to the client concurrent with the request for payment or payment of the Adviser's advisory fees. Financial planning fees will be offset for related advisory services of assets being managed by the Adviser. The Adviser shall not be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portions of the funds.

If a service is provided but does not meet the required hourly threshold, the amount due will be reduced according to the service that was completed and any unearned fee will be refunded to the client. If a client terminates its relationship with the Adviser before the written financial plan or analysis is completed, the Adviser will deliver the completed portions of any documents to the client.

Clients may pay via check or via an electronic funds transfer. The Adviser uses an independent 3rd party payment processor which permits clients to securely input their banking information and pay the advisory fee through their own secure portal. The Adviser does not have continuous access to your banking information and advisory fees are paid through one-time-payment requests for each billing period. Please indicate below your preferred method of payment:

Electronic Funds Transfer

Check

7. **RELATED TRANSACTIONS:** The Adviser's authority hereunder shall not be impaired because of the fact that the Adviser may affect transactions with respect to securities for the Adviser's own account or for the accounts of others under management which are identical or similar to securities as to which the Adviser may affect transactions for the Account at the same or different times. As an investment adviser registered under state securities laws, the Adviser owes the client a fiduciary duty to put the Client's interest first which includes, but is not limited to, a duty of care, loyalty, obedience and utmost good faith.
8. **ACCOUNT STATEMENTS:** Client hereby provides his/her express understanding that Adviser shall not have any responsibility to directly disseminate account statements.
9. **ELECTRONIC COMMUNICATIONS ACCEPTABLE:** The Client *consents to electronic delivery of required disclosure documents* and other communications by the Adviser. Such consent will remain effective unless revoked by the Client. The Adviser may transmit information by email in text, PDF, Microsoft Word, or other formats that can be readily viewed, printed, and saved. The Client has provided the Adviser with one or more valid email addresses that the Adviser may use to communicate with the Client. The Client may revoke its consent to receive communications electronically at any time by notifying the Adviser.
10. **RECEIPT OF FORM ADV, PART 2:** Client acknowledges receipt from Adviser of a copy of Adviser's Form ADV, Parts 2A and 2B. Client has the right to terminate the contract without penalty and fees 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 or any other provisions of this contract notwithstanding. The Client shall be offered an updated Form ADV, Part 2 on an annual basis and when material changes occur. Adviser's Form ADV, Part 2, is also currently available on <http://www.Adviserinfo.sec.gov/>. Additionally, the Client acknowledges they understand they can access the Form ADV, Privacy Policy, this agreement, and other disclosure documents anytime at www.BridgeCapitalConsulting.com in the Client Center.
11. **LIMITED LIABILITY:** The Adviser, its officers, directors, employees and agents shall not be responsible for any loss, claim, cost or liability incurred by reason of any act or omission by any broker, dealer, custodian or other third party. However, the Adviser may be responsible for any act or failure to act by a third party, if it was pursuant to the Advisers instructions to the third party. This provision only applies to independent acts by the third party.

12. **NON-WAIVER OF RIGHTS BY CLIENT:** Federal securities laws impose certain obligations on persons acting in good faith, and as such, nothing in this Agreement shall result in any waiver of any or all of the rights which the Client shall otherwise enjoy under the federal securities laws. Nothing in this Agreement may be interpreted to limit or modify the investment adviser's fiduciary duties to its clients. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith.
13. **TERMINATION/ASSIGNMENT:** Neither party may assign this agreement without the prior written consent of the other party. The Adviser will make no direct or indirect assignment or transfer of the contract without the written consent of the client or other party to the contract. This agreement shall be in effect for a period of twelve months unless either party gives written notice to the other party of its intention to terminate the agreement. This agreement may be terminated, without penalty, upon at least 30 days' notice by either party, including email or telephone notice. Should you terminate before the financial plan is completed, but after any further services required after termination may be performed in another contractual arrangement.
14. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of California except to the extent that the federal securities laws shall otherwise be controlling. For clients residing in Washington, the advisory contract must not waive or limit compliance with, or require indemnification for any violations of, any provision of the Securities Act of Washington, chapter 21.20 RCW, or the rules thereunder.
15. **VENUE:** In the event that any dispute shall arise by and between the parties, it is hereby agreed that any litigation, cause, suit, arbitration, mediation or any other proceeding shall take place in either California, or in the state in which the client resides. Mediation is voluntary and must be agreed upon post- dispute.
16. **CLIENT CONFLICTS:** If this Agreement is with more than one client, our Services shall be based upon the joint goals as communicated to us by the Clients, collectively. We shall be permitted to rely upon instructions and/or information we receive from either party, unless and until such reliance is revoked in writing to us. We shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between Clients.
17. **ARBITRATION:** Any controversy or claim arising out of or relating to this agreement or the breach thereof may be settled by arbitration, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Client understands that this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under federal or state securities laws. Should both parties voluntarily agree to arbitration, arbitration is final and binding on the parties.
18. **MISCELLANEOUS:** All paragraph headings in this Agreement are for convenience of reference only, do not form part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement. If any provision herein is or should become inconsistent with any present or future law, rule or regulation of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, such provision shall be deemed to be rescinded or modified in accordance with any such law, rule or regulation. In all other respects, this Agreement shall continue and remain in full force and effect. The Adviser must obtain the client's written consent in order to revise

any material terms of the investment advisory contract. This Agreement contains the entire understanding between Client and Adviser concerning the subject matter of this Agreement. To the extent that this Agreement is inconsistent with any other agreement governing Client's Account, the provisions of this Agreement shall govern. Client agrees that this Agreement shall be binding upon Client's heirs, executors, administrators, and personal representatives. All notifications required to be sent shall be sent: if to Adviser, to the Adviser's address contained in this Agreement or such other address as may later be designated or by phone to (949) 229-2262; if to Client, to Client's address as provided to Adviser at the time this Agreement is entered into, or such other address as may later be designated.

19. **EFFECTIVE DATE:** This Agreement will be effective upon execution by both the Adviser and the Client.
20. **CCR SECTION 260.238(j) DISCLOSURE:** Please note, lower fees for comparable services may be available from other sources.
21. **CCR SECTION 260.235.2 DISCLOSURE:** Adviser confirms a conflict exists between the interests of the Adviser and the interest the Client. The Client is under no obligation to act upon our recommendation. If the Client elects to act on any of the recommendations, the client is under no obligation to affect the transaction through our firm. Clients have the option to purchase investment products that the Adviser recommends through other brokers or agents that are not affiliated with the Adviser or investment adviser representatives.

Schedule A – Fee Schedule

Financial Planning Fee

Financial Planning will generally be offered on a fixed fee basis. In special circumstances, it may be offered on an hourly basis at a rate of \$250 per hour, depending on the nature of the specified services. Fixed fees will be determined on a case-by-case basis with the fee based on the complexity of the situation and the needs of the client. The fixed fee will be agreed upon before the start of any work. The fixed fee can range between \$250 and \$12,000 and is calculated by multiplying the number of anticipated hours by the hourly rate of \$250 per hour. The fee is negotiable. If a fixed fee program is chosen, half of the fee is due at the beginning of process and the remainder is due at completion of work, however, BCC will not bill an amount above \$500.00 six months or more in advance.

You will receive an invoice showing our fees and fee calculation. Should you choose to terminate, per the termination clauses in 10 and 13 above, you will receive an additional invoice detailing the amount of earned fees retained by the Adviser and the amount returned to you. The following describes the final fee arrangement agreed to by both parties:

Select One:

- Financial Planning (2+ Topics) - Fee Amount/Rate:**
- Hourly Rate (if applicable): \$**

Client Initials: _____

Signatures

By signing below, I acknowledge that I have received, read, understand, and agree to abide by all the terms and conditions set forth in this Financial Planning Agreement with Adviser.

Client's Signature

Date

Client 2 Signature (if applicable)

Date

Authorized Officer (Adviser's Acceptance)

Date (Adviser)

Authorized Officer (Approver's Acceptance)

Date (Approver)