



Financial Planning Agreement & Engagement

Client:	
Client:	

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.
- 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.
- 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.
- 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. The fees shall be calculated and paid in advance in accordance with the rate set forth in the attached fee schedule. (Schedule A).

CCR Section 260.238(j) Disclosure

Please note, lower fees for comparable services may be available from other sources.

- 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.
- 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 or 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 provided with an updated Form ADV, Part 2 on an annual basis and the Part 2B 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.
13. **TERMINATION/ASSIGNMENT:** Neither party may assign this agreement without the prior written consent of the other party. This agreement shall be in effect until 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' written notice by either party.
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.
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 another location reasonably accessible to the client.
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. No term or provision of this Agreement may be waived or modified unless in writing and signed by the party against whom such waiver or modification is sought to be enforced. 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; 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.

Schedule A – Fee Schedule

Comprehensive Financial Planning

Comprehensive Financial Planning consists of an upfront charge of \$499 to \$10,000 and an ongoing fee that is paid monthly, quarterly, or annually, in advance, at the rate of \$99 to \$999 per month to assist you the plan's execution and monitor your progress. The fee may be negotiable in certain cases. This service may be terminated with 30 days' notice. Upon termination of any account, the fee will be prorated and any unearned fee will be refunded to the client.

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 \$ 100 to \$ 350 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 - \$10,000. 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 more than 6 months in advance.

The following describes the final fee arrangement agreed to by both parties:

Select One:

- Comprehensive Financial Planning – Initial Onboarding Fee Amount: \$ _____ Annual Fee: \$ _____**
- Financial Planning (1-2 Topics) - Fee Amount: \$ _____**
- 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's Signature (if applicable)

Date

Authorized Officer (Adviser's Acceptance)

Date