

PERCY E. BOLTON ASSOCIATES, INC.
Financial Planning Client Agreement (2022)

Please review this Agreement carefully as it sets forth the understanding between you (the "CLIENT") _____ located at _____ and Percy E. Bolton Associates, Inc. ("PEBA") located at 1122 East Green Street, Pasadena, CA 91106 regarding the services PEBA will provide you. If you have any questions about the content of this Agreement, we should discuss them before you sign this Agreement.

BY THIS AGREEMENT, the CLIENT retains PEBA to provide the services indicated below for the term specified.

ACCORDINGLY, in consideration of the mutual benefits to be derived from this Agreement, the parties covenant and agree:

1. Advisory Fee and Services: As compensation for its advisory services hereunder, PEBA will be paid fees by the Client in the amount and on the terms and conditions specified in Exhibit A.

2. Scope of Services: PEB and the CLIENT mutually agree that this Agreement covers only the services described in Exhibit A and the compensation stipulated shall be accepted as full and final payment for such services; furthermore, they agree that:

- Services will be provided only for individuals named in this contract. A couple will be treated as one client.
- The services provided to the CLIENT are considered personal services and cannot be transferred or assigned by the CLIENT or PEBA.
- The services to be provided under this Agreement are understood not to include legal or accounting services or advice, court appearances, drafting of documents; powers of appointment, or any other services except as expressly provided in this Agreement. It is the responsibility of the Client to obtain accounting or legal advice if necessary.

4. Confidentiality: All information and advice furnished by either party to the other, including their respective agents and employees, shall be considered as confidential, and shall not be disclosed to third parties except as required by law or with the relevant party's consent in writing and with fore-knowledge of such party.

5. Responsibility for Timely Performance: The CLIENT shall provide all information as required as expeditiously as possible to ensure the timely performance of the above services by PEBA. The CLIENT acknowledges that the usefulness of any services provided by PEBA is dependent upon the quality of information provided by the CLIENT and the active participation of the CLIENT in the planning process. It is the CLIENT'S responsibility to ensure the accuracy of information provided to PEBA.

6. Implementation of Recommendations: It is agreed and understood that PEBA will at no time take possession of, or exercise discretion over, any of the CLIENT'S investments or property. Implementation of the PEBA'S recommendations is entirely at the discretion of the CLIENT. The CLIENT may follow, or disregard, any recommendations in whole or in part. The CLIENT acknowledges that implementation of recommendations may involve retaining the services of an attorney, accountant, appraiser, investment manager or other professional. The fees of these professionals are not included in this Agreement. At the request of the CLIENT, PEBA may solicit proposals from professionals to provide services recommended by PEBA. The CLIENT agrees to contract individually with these professionals to obtain services. PEBA'S recommendations are made in PEBA'S best professional opinion, based on the information supplied by the CLIENT. While PEBA performs due diligence on all recommendations, no guarantee is made as to the soundness or profitability of any action taken. The CLIENT further understands that all investments involve risks, and that some investment decisions will result in losses. Thus, PEBA cannot guarantee that the CLIENT'S investment objectives will be achieved. The CLIENT understands and agrees that PEBA performs services for other clients and may make recommendations to those clients that differ from the recommendations made to the CLIENT. The CLIENT agrees that PEBA does not have any obligation to recommend for purchase or sale any security or other asset it may recommend to any other client.

7. Liability Release: By executing this Agreement, the CLIENT acknowledges the limitations upon the duties and responsibilities set forth herein and hereby releases Percy E. Bolton Associates, Inc., its agents and employees from any and all liabilities, loss or other damages which may arise as a result of this Agreement, or from any actions or omissions by the CLIENT pursuant to PEBA'S recommendations, or by PEBA upon the CLIENT'S instructions, unless such liability or loss or damages shall result directly from PEBA'S gross negligence or failure to comply with the terms of this Agreement. Any recommendations PEBA makes are subject to change due to circumstances beyond PEBA'S control, and PEBA therefore recommends a periodic review no less frequently than annually to assure the sufficiency of the CLIENT'S financial plan. Nothing in this Agreement shall in any way limit or waive any rights the CLIENT may have under state securities laws.

8. Termination. Either party may terminate this Agreement at any time with written notice to the other. The Client may terminate the Agreement without penalty by providing written notice within

five days of signing the Agreement. If the Client terminates after the five-day cancellation period, but within the first month, all fees paid to that point are non-refundable. If the Planner terminates after the five-day cancellation period, but within the first month, all fees paid to that point will be refunded.

9. Multiple Clients. In the event the CLIENT is more than one individual, PEBA is authorized to accept the direction of either party, and such direction will be binding on all parties.

10. No Commissions. The CLIENT understands PEBA will not receive commissions on transactions that may result from the implementation of the CLIENT'S financial plan.

11. Registration. PEBA is registered as an investment adviser with the State of California. In addition, PEBA may register or meet exemptions to registration in other states where it conducts business.

12. Disputes. This agreement contains a provision, which requires that all claims arising between the parties in respect to this Agreement shall be resolved through arbitration. The CLIENT is aware that:

- Arbitration is final and binding on the parties.
- Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings.
- The Arbitration Award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of a ruling 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.
- Arbitration is not intended to waive any right of action the client may have against the PEBA nor is it intended to waive any legal rights the CLIENT may have against PEBA.
- Unless unenforceable due to applicable federal or state law, any controversy arising out of or related to any transaction with PEBA or its officers, directors, agents, or employees, or to this agreement or the breach thereof, shall be settled by arbitration in accordance with the rules then in effect of the American Arbitration Association. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The laws of the state of California hereto shall govern any arbitration between the parties.

13. Amendments: This Agreement may be amended or revised only in writing and signed by Client and Consultant.

14. **Assignment:** This Agreement may not be assigned nor transferred in any manner by either party without the prior written consent of the other party.

15. **Validity:** The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, **shall be governed by the laws of the state of California.**

16. **Severability.** If any provision of this Agreement shall be held invalid by a statute, rule, regulation, decision or a tribunal or otherwise, the remainder of this Agreement shall not be affected, and, to such extent, the provisions of this Agreement shall be severable.

Required Disclosure

17. Percy E. Bolton Associates, Inc. is an investment adviser registered as an investment adviser with the State of California. Client acknowledges having received and read a current copy of PEBA's Form ADV, Part II.

Entire Agreement

18. This Agreement constitutes the entire agreement between the parties and can be amended only by a written document signed by both parties.

Effective Date

19. The effective date of this Agreement is _____.

PLANNER

CLIENT

By _____

Title MANAGING ASSOCIATE

Date _____

Date _____

EXHIBIT A: BE ADVISED That Lower Fees for Comparable Services May Be Available from Other Sources.

Percy E. Bolton Associates, Inc. works on a fee basis. We do not accrue any benefit from brokerage commissions, finder's fees, or splitting of money management fees. As a pure play consulting firm, we do not sell investment or insurance products nor offer brokerage or actuarial services. To ensure that the interest of both the client and the advisor remain aligned, we feel the advisor's compensation should not be dependent upon commissions or transactions. The objective is to avoid conflict of interest.

Scope of Work and Fees

Individual one-on-one consultation, by phone or by video conference, is the most effective way to define your goals, learn the most appropriate strategies and achieve greater financial security. Structured, planned and organized, as well as being tailored to your needs or personal agenda. All sessions are individual and can be completed either by video or over the telephone.

Holistic Financial Planning

Comprehensive and detailed analysis of cash flow, income taxes, asset allocation, portfolio analysis, retirement analysis (projections and options), risk management and estate planning, longevity planning, goal and objective setting and special needs. The engagement includes implementation of suggestions, telephone support, advice and meetings as required.

Our Annual Fee for this engagement is \$ _____. The annual fee will be billed on either a monthly or quarterly basis.

Fees are determined based on the complexity of the client's circumstances and the degree of consulting required.

Percy E. Bolton Associate, Inc. is paid _____ in arrears and is considered to earn its fees on a _____ basis. Upon termination, no further payment or refund is due.

All fees are quoted in hard dollars. Clients may choose to pay fees by check, credit card, by debit or deduction from the client's custodial accounts.

What is included:

At Percy E. Bolton Associates, Inc. a unique, procedurally prudent process guides our approach. We employ a seven-step process to plan, implement and monitor financial plans that will put our clients on their way to having the life they desire.

Step: One: Understanding the Client's Personal and Financial Circumstances.

The first step in the financial planning process is to have a broad discussion about a client's personal and financial circumstances. This information may include the client's health and life expectancy, their life

goals and risk tolerance, their earnings potential, their assets and liabilities, or any other bit of information that may impact a financial plan.

Step Two: Identifying and Selecting Goals

After understanding a client's personal and financial circumstances, the next step is to identify potential goals with the client. This begins with an open conversation about our assessment of the client's circumstances. From there, we can get into the details about short-term and long-term goals, as well as a general discussion of how they could be funded.

Step Three: Analyzing Client's Current Course of Action and Potential Alternative Course(s) of Action

Step three establishes the connection between good information and successful goal setting, which is the heart of comprehensive financial planning. This is where we explore if and how clients should proceed to achieve their goals. It's important to closely evaluate the material advantages and disadvantages of a client's current course of action to illustrate why certain changes may be necessary. We must also evaluate any alternative courses of action that will maximize the client's chances of achieving their most important personal and financial goals. All the information collected and analyzed in the first three steps will serve as the basis of our financial plan.

Step Four: Developing the Financial Planning Recommendation(s)

From all the potential courses of action identified, now we must select a recommendation or multiple recommendations that will best serve our clients in achieving their most important goals. Financial planning recommendations should scale to clients' needs and address their deepest concerns. Our recommendations may require clients to re-prioritize or sacrifice certain aspects of their current lifestyle. It's important that recommendations balance the real with the ideal. We should formulate recommendations that balance the client's preferred outcomes with his or her ability and willingness to achieve them.

Step Five: Presenting the Financial Planning Recommendation(s)

Presenting planning information in a meaningful way can help steer clients to the decisions that strike the optimal balance between their goals and constraints. When presenting plans, we demonstrate our transparency, especially for items the CFP Board deems as necessary considerations when developing a financial plan, including:

- The assumptions and estimates used to formulate recommendations
- The basis of the recommendation and how it is designed to help our clients achieve their most important goals
- The timing and priority of the recommendation
- Whether or not the recommendation is independent or must be implemented with other recommendations.

Step Six: Implementing the Financial Planning Recommendation(s)

Once we've agreed on a realistic path forward, implementation will depend on the nature of our recommendations. This could involve guidance in the form of referrals to other professionals (e.g. legal, tax, or insurance) or action (e.g. configuring direct transfers or investment management). Either way, there will likely be follow through required by both PEBA and the client.

We orchestrate everyone's efforts, including:

- Addressing implementation responsibilities
- Identifying, analyzing, and selecting actions, products, or services
- Recommending actions, products, or services for implementation
- Selecting and implementing actions, products, or services.

Step Seven: Monitoring Progress and Updating

The seventh and final step of the financial planning process is ongoing, spanning the length of the engagement with the client. PEBA have a duty to assign monitoring and updating responsibilities, as well as monitoring client progress towards goals, keeping both qualitative and quantitative information up to date, and updating the client's goals, recommendations, and implementation decisions.

As clients' financial lives evolve, we'll need to discuss any changes to their goals and their ability to achieve them, gather and assess information, and make recommendations on how best to move forward.

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Fees are negotiable. From time to time, and at his sole discretion, PEB's owner offers discounted fees and provides pro bono work.

The billing rates are subject to change upon written notice.

PEB reserves the right to stop work on any account that is not paid on a timely basis. The CLIENT shall be responsible for any cost of collection (including reasonable attorney's fees and interest) incurred to collect any past due sums, regardless of whether any legal action is initiated with regard to same.