

TMD & Associates, Inc.
Financial Planning Agreement
Client Profile

This Agreement (the Agreement) is made this _____ day of _____, 200__, by and between TMD & Associates, Inc. (TMD), an investment advisor duly registered with the Securities and Exchange Commission (SEC) and _____ (the Client).

WHEREAS, TMD is engaged in the business of providing various types of investment advisory services, including financial planning services to Clients, and TMD has provided to client information which TMD and Client believe to be necessary for Client to determine if it should retain TMD to provide such investment advice and services for Client, and

WHEREAS, Client desires to retain TMD to provide advisory services described hereinafter, and

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and conditions herein contained, the parties agree as follows:

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- 1. Financial Planning Services.** Client hereby agrees to furnish TMD with all current material and information relative to his financial and investment situation, and all investment recommendations shall be made by TMD in accordance therewith. It will be Client's responsibility to advise TMD of the investment objectives of the Account(s) and of any changes or modifications therein. TMD will rely upon this information in managing Client Account(s) and it is important that it be kept up to date. Past performance is not a guarantee of future performance and there is no guarantee that the investment objective relevant to an investment vehicle will be achieved. TMD does not provide tax or legal advice, and recommends you consult with your tax and/or legal adviser for such guidance.

_____ **CLIENT INITIALS: Comprehensive Financial Planning**

After a thorough review of all pertinent Client data and objectives and mutually agreed upon assumptions, TMD will analyze Client's financial situation including, but not limited to: net worth (assets and liabilities), cash flow (current and projected), risk management, investment portfolio, specific financial needs as determined by client, i.e. retirement and/or insurance needs, and tax and estate planning considerations.

Upon completion of the analysis, TMD will make recommendations including suggested strategies to achieve Client's stated objectives. TMD will provide Client with a written report of all analyses and recommendations. In the event Client wishes to engage TMD to provide additional services, Client and TMD will establish mutually agreed upon terms for the continuation of services.

Client is at liberty to follow or disregard any information or recommendations. Client makes and is fully responsible for all decisions related to advice given.

_____ **CLIENT INITIALS: Limited Financial Planning**

TMD will review all pertinent Client data and objectives and mutually agreed upon assumptions and will prepare an analysis limited to the topics below as selected by Client. TMD will provide Client with written report (s) of all relevant analyses and recommendations to assist Client in meeting his or her stated objectives. In the event Client wishes to engage TMD to provide additional services, Client and TMD will establish mutually agreed upon terms for the continuations of services.

- | | |
|--|--|
| <input type="checkbox"/> Cash/Debt Management Planning | <input type="checkbox"/> Risk Management Planning |
| <input type="checkbox"/> Investment/Portfolio Planning | <input type="checkbox"/> Business Planning |
| <input type="checkbox"/> Estate Planning | <input type="checkbox"/> Employee Benefit Planning |
| <input type="checkbox"/> Retirement Planning | <input type="checkbox"/> College Funding |
| <input type="checkbox"/> Tax Planning | <input type="checkbox"/> Other _____ |

2. **Compensation.** Client acknowledges TMD will provide an estimated number of hours to complete the plan at the time of execution of this agreement. Fees for Financial Planning are computed at the hourly rate of \$150 - \$250 or a negotiated fixed fee, depending upon the complexity of services. An estimate for total hours will be determined at the start of the advisory relationship. All fees are due and payable upon completion of the work. Either party may terminate financial planning agreements upon receipt of 5 days written notice. Upon termination of a financial planning engagement, any earned, unpaid fees will be invoiced based upon the time spent and services rendered by TMD up to the time of termination. Fees will not exceed **\$750.00** for the financial plan.
3. **Custody.** TMD shall not act as custodian for any client assets.
4. **Proxy Voting.** TMD shall not be responsible for voting proxies solicited by issuers of securities held in the Account. TMD neither votes proxies for clients, nor provide advice to Clients about how to vote proxies. The custodian sends proxies directly to Clients for voting.
5. **Taxpayer Identification.** The undersigned Client hereby certifies, under penalties of perjury, to TMD and any transfer agent or broker-dealer, that the social security or taxpayer identifications number shown below is correct. The Client certifies that they are not subject to backup withholding.
6. **Service to Other Clients.** It is understood that TMD performs investment advisory services for various clients. Client agrees that TMD may give advice and take action with respect to any of its other clients which may differ from advice given or the timing or nature of action taken with respect to the Account(s), so long as it is TMD's policy, to the extent practicable, to allocate investment opportunities among clients over a period of time on a fair and equitable basis. It is understood that TMD shall not have any obligation to purchase or sell, or to recommend for purchase or sale, for the Account(s) any security which TMD, its principals, affiliates or employees may purchase or sell for its or their own accounts or for the account of any other client, if in the opinion of TMD such transaction or investment appears unsuitable, impractical or undesirable for the Account(s).
7. **No Legal or Accounting Relationship.** It is expressly understood and agreed between the parties hereto that TMD is not qualified to prepare any accounting or legal documents for the implementation of Client's financial plans which includes but is not limited to legal advice, legal opinions, legal determinations, legal documents, tax returns and accounting documents.
8. **Inside Information.** TMD shall have no obligation to seek or obtain any material non-public (inside) information about any issuer of securities, or to purchase or sell, or to recommend for purchase or sale, for the Account(s) the securities of any issuer on the basis of any such information as may come into its possession. Client understands that employees of TMD may, from time to time, act as directors, officers or employees of companies whose securities are publicly traded, and that as a result, TMD's employees may acquire information of a confidential nature. Client agrees that TMD may, but shall not be required to, render investment advice with respect to any such company and that TMD may, in its discretion, withhold any such knowledge or information or refuse to advise with respect to such company, if in TMD's judgment, the disclosure of such knowledge or information or the rendering of investment advice on the basis thereof would be unfair, inequitable, a breach of any fiduciary obligation of TMD to some other person, or unlawful. For the same reasons, TMD may, in its discretion, exclude securities and other property from the Accounts.
9. **Form ADV.** Pursuant to the (Advisors Act) Client hereby acknowledges receipt of Form ADV Part II at least forty-eight (48) hours in advance of execution of this agreement. If the appropriate disclosure statement was not delivered to Client at least 48 hours prior to Client entering into any written or oral advisory contract with TMD, then Client has the right to terminate the contract without penalty within five business days after entering into the contract. TMD agrees to annually offer to deliver Form ADV, Part II (including any material revisions thereto) each calendar year.
10. **Privacy, Confidential Relationship.** All information and advice furnished by either TMD or Client to the other hereunder, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as required by law or by any regulation, ruling or order issued pursuant to law. TMD may share nonpublic personal information to service providers in with the administration and servicing of the account(s), which may include attorneys, accountants, auditors and other professionals.

Client hereby acknowledges receipt of TMD's Privacy Notice, included both as a separate notice in Form ADV Part II, Schedule F.

11. **Governing Law.** This Agreement is entered into and accepted by TMD in the State of Arizona and it shall be governed by the laws of Arizona and such federal statutes, rules and regulations as may be applicable hereto.
12. **Liability and Indemnification.** Client does hereby agree to render full cooperation to TMD and to supply TMD with complete, truthful and timely information relating to Client's financial goal. If in the event that Client refuses the advice of TMD and implements a financial plan according to Client's own discretion, Client agrees to indemnify and hold harmless TMD, its officers, shareholders, agent and employees from any and all liability that may be incurred by TMD as a result of its rendering advice or management services to Client pursuant to the terms of the Agreement and shall reimburse TMD for reasonable attorney's fees or costs resulting from any claim or litigation.
13. **Dispute Resolution Effort.** If either party believes it has a complaint, claim, or dispute with the other, said party shall put in writing to the other a detailed explanation of the dispute at least 90 days prior to initiating any regulatory complaint, legal action or arbitration, and both parties shall make a good faith effort to reach an amicable resolution without litigation.
14. **Arbitration.** All controversies concerning (a) any transaction, (b) the construction, performance or breach of this Agreement, or (c) any other matter which may arise between TMD and Client or its agents, shall be determined by arbitration conducted pursuant to the Federal Arbitration Act and the laws of the State of Arizona, before the American Arbitration Association. Client understands that this arbitration clause does not constitute a waiver of the right to seek a judicial forum where such waiver is void under federal securities laws.

Client understands that, unless otherwise provided above: Arbitration is final and binding on the parties; the parties are waiving their rights to seek remedies in court, including their right to a jury trial; 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 seek modification of rulings by the arbitrators is strictly limited; and the panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities or advisory industry. Arbitrators will render a decision within 120 days.

15. **Term, Termination.** The term of this Agreement shall be for a period of one year beginning on the date first above written. Notwithstanding anything to the contrary in the Agreement, Client has the right to terminate this Agreement without penalty within five (5) business days from the date of execution of this Agreement by delivery to TMD of written notice of Client's desire to terminate.

This Agreement is terminable by Client and/or TMD without penalty at any time upon written notice given in writing to the other party hereto. Upon expiration or other termination of the Agreement, all sums which may be owed by either party shall be paid including pro-ration of any pre-paid advisory compensation.

16. **Assignment, Waiver.** In accordance with the provisions of Advisors Act, TMD shall not make any assignment of this Agreement without the written consent of Client. Except as otherwise provided for herein, no provision of the Agreement shall be waived, altered, modified or amended except in writing signed by the party against whom such waiver, alteration, modification or amendment is sought to be enforced.
17. **Notices.** Any notice, request, instruction, or other document to be given hereunder shall be in writing and delivered personally or sent by first class mail, postage prepaid, addressed, if to TMD, to the following:

TMD & Associates, Inc.
3800 N. Central Avenue, Suite 860
Phoenix, AZ 85012

And, if to the Client, to the address set out below.

18. **Severability.** The parties hereby agree that if any term, provision, duty, obligation or undertaking herein contained is held to be unenforceable or in conflict with applicable state or Federal law, the validity of the emerging portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if such invalid or unenforceable provision was not contained herein.
19. **Modification or Amendment.** TMD may modify or amend this Agreement, the fee schedule or nature of the services to be provided hereunder by providing the Client with 30 days advance written notice of such change, modification or amendment.
20. **Entire Agreement / Headings.** This Agreement represents the entire agreement between the parties with respect to the subject matter contained herein. The heading of the sections hereof are inserted for convenience only and shall not constitute a part hereof.
21. **Signatures.** By signing below Client asserts and affirms the following statement: **“I have read this entire Agreement, I have been given ample opportunity to review and to ask TMD questions about this Agreement, I have asked all the questions I wish to, and I am satisfied with and fully accept this Agreement in its entirety.”**

Client:

TMD & Associates, Inc.

Todd M. Douma

President and Chief Compliance Officer

(Print name)

(Tax ID #)

By: (Signature)

(Date)

(Signature)

(Date)

Client:

(Print name)

(Tax ID #)

(Signature)

(Date)

Client Address:

