

Cooke Financial Planning

PO Box 445
Montgomeryville, PA 18936
(215) 740-1895

Client Agreement: Investment Management Services

Please review this Investment Management Services Agreement ("Agreement") carefully as it sets forth the understanding between Cooke Financial Planning ("CFP" or "Advisor") and you

_____ ("Client")

located at _____
regarding the investment management services CFP will provide you. If you have any questions about the content of this Agreement we should discuss them before you sign this Agreement.

- Investment Management Services.** CFP will provide consultations addressing financial asset allocation and the specific selection of investments, including, but not limited to money market accounts, CDs, mutual funds, exchange traded funds, unit investment trusts, municipal and government securities selection, individual corporate equity and debt securities and annuities.
- Account Establishment.** CFP will, after consultation with Client, recommend establishing and/or maintaining in the Client's name, accounts to deposit funds or securities, which shall be referred to as "Managed Assets". CFP will not be the custodian of the Managed Assets. Client may, at any time, increase or decrease Managed Assets. Managed Assets will always be held solely in the Client's name, and require Client's authorization for withdrawal.
- Investment Policy Statement.** CFP does not take custody of client funds nor does it practice discretionary trading. CFP will not trade without the expressed permission of the Client. The ultimate investment decision belongs to the Client. Authorization may be given to CFP to implement trades in any form that clearly expresses Client consent, including but not limited to mail, email, facsimile, and phone.
- Custody and Discretion.** CFP does not take custody of client funds nor does it practice discretionary trading. CFP will not trade without the expressed permission of the Client. The ultimate investment decision belongs to the Client. Authorization may be given to CFP to implement trades in any form that clearly expresses Client consent, including but not limited to mail, email, facsimile, and phone.
- Investment Management Fees.** Client shall pay CFP for its services a quarterly fee based on the market value of the Managed Assets at the end of each calendar quarter, subject to a minimum quarterly fee of **\$300**. Fees are payable in arrears, and will be prorated for partial quarters. Fees may be deducted directly from Client's account(s) and you hereby authorize CFP to withdraw its quarterly service fee from your account(s). The current investment management fee schedule is as follows:

Market Value of Managed Assets	Annual Fee
First \$500,000	1.0%
Next \$500,000	0.75%
Subsequent Amounts	0.50%

- Changes to Investment Management Fees.** Advisor will not change the management fees set forth above without first giving Client at least sixty (60) days prior written notice of the fee modification. After the sixty (60) day notice, the new fee rate will take effect unless a later date is indicated in the notice.
- Transaction Expenses.** Client is responsible for all trading and transaction expenses within their accounts. CFP will undertake reasonable efforts to minimize these Client expenses.

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CFP – Client Agreement: Investment Management Services (continued)

8. **Commissions.** Client understands that CFP will not receive any commissions on trades and transactions within their accounts.
9. **Client Representations.** Client represents to CFP the following and understands and agrees that CFP is relying on Client's representations as an inducement to enter into this Agreement:
 - Client will provide CFP with the necessary information to provide the agreed upon services.
 - Client is responsible for all financial decisions and Client is under no obligation to follow, either wholly or in part, any recommendation or suggestion provided by CFP.
 - CFP obtains information from a wide variety of publicly available sources and cannot guarantee the accuracy of the information or success of the advice, which it may provide. The information and recommendations developed by CFP are based on the professional judgment of CFP and the information you provide to CFP.
 - All investments involve risks and some investment decisions will result in losses. CFP cannot guarantee that your investment objectives will be achieved.
 - If this Agreement is established by Client in a fiduciary capacity, Client hereby certifies that s/he is legally empowered to enter into or perform this Agreement in such capacity.
 - CFP performs services for other clients and may make recommendations to those clients that differ from the recommendations made to you. You agree that CFP does not have any obligation to recommend for purchase or sale any security or other asset it may recommend to any other client.
 - Client is a citizen of the United States and that Client is not subject to "backup withholding" under section 340(a)(1)(c) of the Internal Revenue Code or any successor provision.
10. **Confidentiality of Information.** CFP will regard any information provided by you as confidential and all recommendations and/or advice provided by CFP shall be confidential, with disclosure only upon such terms and to such parties as designated by the parties or as required by law.
11. **Termination.** Either party may terminate this Agreement at any time with written notice to the other. If this Agreement is terminated, all fees due at time of termination will be immediately due and payable and may be withdrawn from your accounts. CFP will refund any unearned, prepaid fees within thirty days of written request from the Client. Should the Client wish to terminate this Agreement within 5 business days after signing, no penalty will be assessed and all fees will be refunded promptly.
12. **Multiple Clients.** In the event Client is more than one individual, CFP is authorized to accept the direction of any party and such direction will be binding on all parties.
13. **Registration.** Advisor is registered as an investment advisor with the State of Pennsylvania under the Pennsylvania Securities Act. Advisor may register or meet exemptions to registration in other states where it conducts business.
14. **Other Services.** Financial planning is not included with Investment Management Services. Any financial planning services which Client requests will be based on the then current applicable rate for financial planning services and billed separately. The Client acknowledges that CFP does not and will not practice law or accounting in providing advice to Client. The Client understands that none of the fees paid under this contract relate to accounting or legal services and that it is the responsibility of the Client to obtain accounting or legal advice if necessary.

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CFP – Client Agreement: Investment Management Services (continued)

- 15. **Assignment.** CFP will not assign the Agreement to any other party without your written consent.
- 16. **Governing Law.** This Agreement shall be governed by the laws of the State of Pennsylvania.

Client hereby acknowledges receipt of Cooke Financial Planning’s Form ADV Part II.

Accepted this _____ of _____ , _____ Client _____
 (day) (month) (year)

Client _____

Signature on behalf of Cooke Financial Planning