



This Consulting Agreement (Agreement) is effective as of _____ or the client signature date, whichever is later (effective date), made by and between Prime Financial Strategies, Inc. (PFS), a Colorado registered investment adviser, and _____ (Client(s)) whereby Client desires to receive from PFS and PFS desires to provide, the consulting services (Consulting Services) outlined below. The investment adviser representative (IAR) undersigned below is a supervised person of PFS and acts on behalf of PFS in providing consulting services to Client. PFS may change the IAR assigned to this Agreement.

1. CLIENT INFORMATION

Client

First Middle Last Name

SSN Birth Date Phone Number

Citizenship: ___ U.S. Citizen ___ Resident Alien* ___ Non-Resident Alien**

* If owner is a resident or non-resident alien, specify country: Obtain W-8

** Supplemental Customer Identification form if non-resident. Please note: Additional documentation may be required.

Home Street Address - No P.O. Box

City State Zip Country

Mailing Address - P.O. Box Allowed (Only if different than Home Street Address)

City State Zip Country

E-mail Address (By providing your address, you authorize PFS to contact you by e-mail)

Valid Government Issued Photo ID# Issuing Entity Issue Date Expiration Date

Other Verification Done:

Employment Status Employer Name Occupation

Employer City Employer State Phone Number

Annual Income

Experience (years): ___ Stocks ___ Bonds ___ Mutual Funds ___ Options ___ Annuities ___ REITs ___ DPPs ___ Life Insurance





Co-Client

First Middle Last Name

SSN Birth Date Phone Number

Citizenship: U.S. Citizen Resident Alien* Non-Resident Alien**

*If owner is a resident or non-resident alien, specify country: Obtain W-8

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Employer City Employer State Phone Number

Annual Income

Experience (years): Stocks Bonds Mutual Funds Options Annuities REITs DPPs Life Insurance

2. SERVICES: Client hereby appoints PFS to provide the consulting services defined below and PFS hereby accepts such appointment. PFS, through its IAR(s), agrees to provide the consulting services to Client consistent with Client's financial situation, investment objectives and tax status. IAR will obtain the necessary information and data from the Client to provide the Consulting Services which may include, but are not limited to, providing advice regarding tax planning, investment planning, retirement planning, estate planning, cash flow/budget planning, business planning, education planning, and personal financial planning. Client May or may not receive a written report from PFS and IAR in connection with the Consulting Services. Additional specific services are identified in the PFS Addendum entitled "Unified Service".

3. CLIENT'S RESPONSIBILITIES: Client represents that all financial and other information furnished to PFS and/or IAR relating to Client's assets, liabilities and other information is true and correct and may be relied upon by PFS and IAR for the purpose of providing the Consulting Services. Client agrees to inform PFS and IAR in writing of any material changes in Client's circumstances, which might affect the Consulting Services provided by PFS and PFS shall not have any liability for Client's failure to timely inform it of any material change in Client's financial circumstances. Client further acknowledges that the recommendations developed by PFS and IAR are based upon the professional judgment of IAR, and neither PFS nor IAR can guarantee the results of any recommendations made. Client further acknowledges that PFS and IAR obtain information from a wide variety of publicly available sources and that PFS and IAR have no sources, and does not claim to have sources, of inside or private information.





4. CONSULTING FEES: As compensation for rendering the Planning and Consulting Services, Client agrees to pay PFS a one-time Financial Strategy Plan creation fee of \$2,500; half at the time of engagement and half at the delivery of the Financial Strategy Plan. Client agrees to pay the following fee (Consulting Fee) annually in arrears within 30 days after receiving an invoice for the Consulting Services. The Consulting Fee is negotiable and Client hereby agrees that the Consulting Fee shall be: \$1,000.00 annually.

PFS reserves the right to waive any fee, or portion of fee that in its sole judgement is not necessary to be fairly and adequately compensated for the services rendered.

5. POTENTIAL CONFLICTS OF INTEREST: In connection with the Consulting Services, IAR may make generic recommendations to the Client as to the general types of investment products or financial transactions, as well as to specific securities, which may be appropriate for Client given his/her financial situation and objectives. Client is under no obligation to act on the recommendations of PFS or IAR. If Client follows recommendations made by PFS, Client acknowledges that he/she is under no obligation to affect the transactions or purchase services through PFS or its affiliates. However, if Client chooses to implement such recommendations through PFS, PFS may make a variety of services available through its IARs, which may result in the payment of normal and customary commissions or advisory fees to PFS and the IAR. To the extent PFS or IAR recommend that Client invest in any such products or services that result in compensation being paid to PFS or the IAR (such as a commissions when acting as a broker through the PFS associated IAR's Broker-Dealer, or advisory fees when acting as an IAR of a separate Registered Investment Advisor or insurance commissions when acting as an independent insurance agency/agent) in addition to the Consulting Fee, this presents a conflict(s) of interest. It is the position of PFS Inc. that this (these) conflict(s) is (are) mitigated as described in the last paragraph in Section 4 above.

6. TERM/TERMINATION: This Agreement shall remain in effect for one year from the date of the Financial Strategy Plan presentation by PFS and renew annually on the presentation anniversary, unless terminated by either party as indicated below. This Agreement may be terminated at any time by either party for any reason upon written notice to the other party in accordance with Section 8 below. Termination by the Client is effective upon receipt of written notice by PFS, unless a later date is requested in the Client's notice and agreed to by PFS. Termination by PFS is effective 30 days from the date of written notice to the Client, unless a later date is stated in the notice. Client may terminate this Agreement without penalty within five business days of Client's execution of this Agreement. If this Agreement is terminated, either by Client or PFS, and the Consulting Fee is not calculated on an hourly basis, then the Consulting Fee will be prorated based on the services provided through the date of termination. Termination of the Agreement will not affect the liabilities or obligations of the parties for activity initiated prior to termination.

Upon mutual consent between Client(s) and PFS at the end of the year this agreement can be automatically extended until cancelled by either party in accordance with Section 8 below.

7. GENERAL AND MISCELLANEOUS PROVISIONS

a. Client represents and confirms that Client has full power and authority to enter into this Agreement and to give orders and other instructions with respect to the Agreement, and that the terms of this Agreement do not violate any obligation by which the Client is bound, whether arising by contract, operation of law, or otherwise, and that this Agreement has been duly authorized and will be binding according to its terms. Client shall advise PFS of any event that might affect this authority or the binding effect of this Agreement.

b. This Agreement shall be governed by the laws of the state of organization of PFS, and in compliance with the Investment Advisers Act of 1940 (Act). The unenforceability or invalidity of any section, paragraph, or provision of this Agreement shall not affect the enforceability or validity of the balance of the Agreement.

c. PFS may amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Any such amendment shall be effective as of thirty (30) days after PFS has notified Client in writing of any change or such later date as PFS may establish. All other amendments must be in writing and signed by PFS

d. This agreement cannot be assigned by any party without the consent of all parties; provided, however, that PFS may transfer its rights and obligations under this Agreement if such transaction does not constitute an "assignment" for the purpose of the Act. In the situation where this Agreement is deemed assigned by action of law due to a change in control of the ownership of PFS then client consent may be obtained by written notice and non-response only as and to the extent allowed by applicable law, rule or regulation.

e. This Agreement does not grant discretionary power, authority, or control to PFS or IAR over any of Client's funds, securities, or other investment products.

f. By signing this Agreement, Client acknowledges receipt of a copy of PFS Form ADV Part 2A, the IAR's Form ADV Part 2B, and a copy of PFS' Privacy Policy.

g. This Agreement represents the entire agreement between the parties with respect to the subject matter contained herein.

h. None of the information and data that Client provides to PFS and IAR will be disclosed by PFS and IAR to any other nonrelated firm, person, or entity without prior consent of Client, unless such disclosure is required by law.





8. NOTICES: All written notices to any party under this Agreement shall be sent to such party by hand, first class mail, facsimile transmission, or by certified mail, return receipt requested, at the addresses set forth below, or such other address as such party may designate in writing to the other.

To: Prime Financial Strategies, Inc.
6745 Rangewood Dr. Suite 200
Colorado Springs, CO 80918

To: Client(s)
All written notices to Client(s) will be sent to the then current address of record on the Account.

9. PRACTICE OF LAW AND ACCOUNTING: PFS will not provide accounting or legal advice. If Client requires such services, then it shall be Client's responsibility to obtain such services.

10. LIMITATION: Except for negligence or malfeasance or violation of applicable law, Client agrees that PFS and its IARs, officers, directors and employees shall not be liable hereunder for any action performed or omitted to be performed or for any errors of judgment in connection with its obligations under this Agreement.

NOTE: CLIENTACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

If more than one, all principals to the Agreement must sign. If any signatory is a fiduciary, the capacity in which he or she is acting should be indicated.

TO THE CLIENT: PLEASE READ CAREFULLY BEFORE SIGNING:

Client acknowledges that PFS is relying upon the following representations of Client, and by signing below, Client represents:

- 1. Client has received and carefully read this Agreement and PFS Form ADV Part 2A and the IAR's Form ADV Part 2B, especially as related to conflicts of interest and the specific roles of PFS and IAR
2. Client has received The Prime Financial Strategies, Inc. Privacy Policy
3. Client will not rely, and is not relying upon, any oral or other representations or understandings that are contrary to this Agreement or the disclosures of PFS Form ADV Part 2A and the IAR's Form ADV Part 2B

Print Client Name

Client Signature Date

Print Co-Client Name

Co-Client Signature Date

Print IAR Name

Acknowledged by PFS IAR (Signature) Date

Print Designated Supervisor Accepting on Behalf of PFS

Designated Advisory Supervisor Signature Date





Financial Strategy Plan Fee: \$2,500
Annual Aears Fee: \$1,000

General Financial Planning

- Unique Financial Plan creation and presentation
- Periodic Financial Plan update and progress review, as needed for changing life circumstances
- Annual Face to Face financial review (in-person or via web meeting)
- Telephone review upon request (up to two per year)
- Cash Flow and Budget Analysis
- Debt Structure analysis and mortgage review
- In-house Account and Policy Information Change and Service Forms preparation and processing
- Coordinate your plan via telephone meetings with your attorney or CPA
- Specific future goal structuring and funding recommendations
- Periodic Email Newsletter or Market commentary
- Educational seminar invitation, when applicable

Investment Planning

- Investment Allocation tailored to Goal and Volatility targets
- Personalized Risk Assessment
- Continuous Investment Account internal data downloads for in-house accounts portfolio monitoring
- Access to Online Account Consolidation Site
- Access to Online Outside Account Consolidation Tool
- Morningstar Research and Investment Detail Reports as applicable
- College Expense needs analysis and funding recommendations

Insurance Planning

- Risk Management and Insurance needs analysis
- Disability and Long Term Care impact analysis and policy placement
- Insurance Policy review, establishment and structural recommendations
- Beneficiary Review and Claims assistance

Tax Optimization Planning

- Cost Basis Tracking and/or determination assistance
- Tax Return review
- Tax advantaged allocation recommendation during accumulation
- Tax advantaged distribution strategies during retirement
- Required Minimum Distribution calculation and strategic apportionment

Estate Planning

- Estate Plan and document review
- Charitable Giving Strategies
- Intergenerational Wealth Transfer Planning
- Death Claim Processing Assistance

Government and Employer Benefits Planning

- Social Security Analysis
- Employer benefits review upon request (SPDs are essential)
- Medicare Supplement and Advantage plan review and placement
- Pension analysis and Pension Maximization Strategies

