



FRISCO FINANCIAL PLANNING, LLC

EST. 2004 | 1 COR. 4:2

Frisco Financial Planning LLC Asset Management Agreement

The undersigned party (herein referred to as "Client") enters into this Asset Management Agreement ("Agreement") as of the date signed by both parties (the "Effective Date") with Frisco Financial Planning ("FFP"), a Registered Investment Adviser located at 4737 Parkside Drive, Frisco, TX 75034.

1. Financial Planning Services

Financial planning advice may be provided in the following areas: cash flow and debt management, risk management, college funding, retirement planning, estate planning, tax strategy, stock-based compensation, employee benefits, business planning, insurance planning, asset allocation and investment selection depending upon Client's needs and situation. Financial planning advice will be communicated verbally and/or in written form delivered to Client and will reflect Client's current financial circumstances, financial outlook and personal objectives.

FFP will not provide advice outside of its Principal's experience and competency. FFP may refer Client to outside professionals who may charge their own fee. Client agrees to provide FFP with financial and personal data necessary to evaluate Client's situation and provide advice.

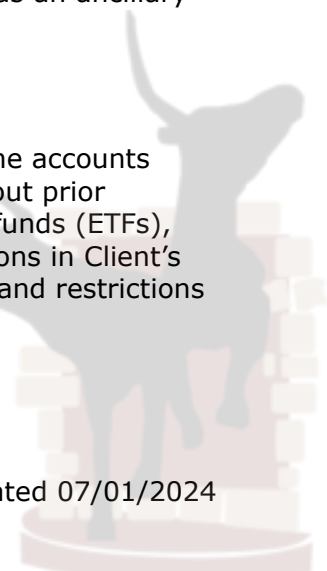
FFP will analyze the data and documents provided, evaluate Client's ability to meet Client's objectives, make observations, identify problems and recommend strategies for Client's consideration.

FFP's services under this agreement are limited to recommending strategies and actions for Client to consider. In all matters, FFP's services are analytical and advisory only, and do not include legal or other professional services. Implementation of strategies and actions is Client's responsibility.

FFP's financial planning services are provided to Asset Management clients as an ancillary service at no additional fee.

2. Asset Management Services

FFP shall be responsible for discretionary investment and reinvestment of the accounts designated by Client (the "Assets" or "Account(s)"). FFP is authorized, without prior consultation with Client, to buy, sell, and trade in stocks, exchange-traded funds (ETFs), and mutual funds. FFP will manage the Account(s) and enter into transactions in Client's Account(s) in accordance with Client's stated investment goals, objectives, and restrictions (if applicable).



Client agrees to pay FFP an Asset Management fee based on a percentage of Client's Account(s) that FFP manages and is calculated and charged in accordance with the following fee schedule:

Asset Management Fee Schedule	
First \$0 - \$1,000,000	1.00%
\$1,000,001 to \$3,000,000	0.85%
\$3,000,001 to \$6,000,000	0.70%
All assets above \$6,000,000	0.55%

Billing Start Date:

Startup Fee:

As shown on initial invoice

Quarterly Minimum Fee:

Reference schedule A, page 9.

This is a blended fee schedule. This means that the assets in a client's account will be billed at different levels according to the fee schedule above.

For example, if a client had an account value of \$6,500,000 then the following equation would be used to calculate their quarterly fee:

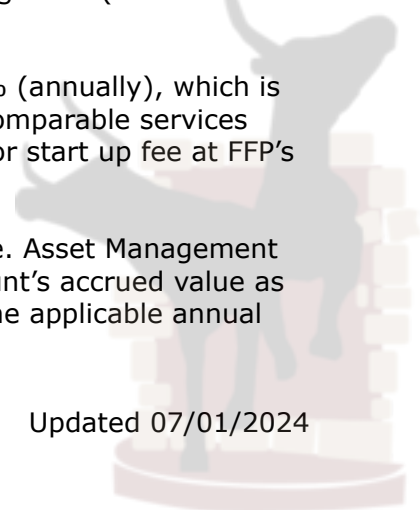
First \$1,000,000 x 0.0100 = \$10,000, plus
Next \$2,000,000 x 0.0085 = \$17,000, plus
Next \$3,000,000 x 0.0070 = \$21,000, plus
Remaining \$500,000 x 0.0055 = \$2,750
Total Annual Rate = \$50,750
Charged quarterly = \$12,687.50

New clients will pay a start-up fee (invoiced and paid in advance by electronic bank draft) between \$1,000 and \$4,000.

FFP does not require a minimum account size. FFP maintains a quarterly minimum fee that ranges from \$950 to \$5,000. The quarterly minimum fee will increase each calendar year by 3% in an effort to keep up with inflation and overall firm operating costs (see schedule A, page 9).

In certain circumstances, FFP's minimum fee may be in excess of 3% (annually), which is greater than the industry norm, and Client may pay lower fees for comparable services from other sources. FFP may waive the quarterly minimum fee and/or start up fee at FFP's discretion.

FFP's Asset Management fees are annual fees and may be negotiable. Asset Management fees are paid quarterly in arrears. Payments are based on the Account's accrued value as of the last business day of the prior calendar quarter multiplied by the applicable annual rate and divided by four (4).



The Asset Management fee will be prorated based on the number of days in the quarter that Client was a client of FFP, or the Account(s) were under FFP's management, if:

- The billing start date is other than the first day of a calendar quarter or
- One of the parties terminates the Agreement or
- Client prepays Asset Management fees or withdraws or adds Assets to the Account(s)

Client authorizes FFP to deduct fees directly from Client's Account(s) within ten (10) days after the end of the prior quarter, based on the accrued value of Client's Account(s) on the last business day of that quarter. In the event that FFP is unable to deduct charges directly from Client's Account(s), all fees are due from Client within ten (10) days after Client's receipt of invoiced fees.

Client's designated Custodian, an independent and unaffiliated party, will provide all quarter-end/month-end security valuations used to calculate the annual Asset Management fee, independent from any FFP involvement.

The qualified custodian will deliver account statement(s) to Client at least quarterly which will show all disbursements from Client's Account(s). Client is urged to review all statements for accuracy.

FFP may, at its discretion, combine the Account values of family members and/or domestic partners to determine the applicable Asset Management fee. Combining Account values may increase the Asset total, ultimately resulting in Client(s) paying a reduced Asset Management fee based on the available breakpoints in the fee schedule.

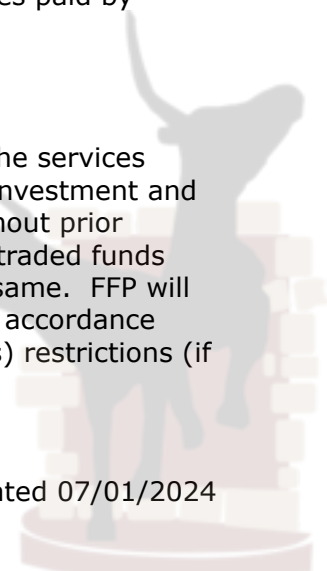
If Client authorizes FFP to use margin in managing the Account(s), the market value of the Account(s) and the corresponding fee payable to FFP will be increased. No portion of FFP's fee shall be based on a share of capital gains upon, or capital appreciation of, the Assets or any portion of the Assets in Client's Account(s).

FFP may amend its fee schedule if FFP provides Client with written notice of the amendment at least 30 days in advance.

Expenses related to the ordinary servicing of the Account(s), including brokerage commissions, custodial fees, stock transfer fees, transaction fees, charges imposed directly by mutual, index, or exchange-traded funds, and other similar charges incurred in connection with transactions for Client's Account(s) imposed by unaffiliated third parties will be paid out of the Assets in the Account(s) and are in addition to the fees paid by Client to FFP.

3. Discretionary Authority

Client has engaged FFP to act as his or her investment adviser to perform the services described in this Agreement. FFP shall be responsible for the discretionary investment and reinvestment of the Account(s) designated by Client. FFP is authorized, without prior consultation with Client, to buy, sell, and trade in stocks, bonds, exchange-traded funds (ETFs), mutual funds, and other securities and/or contracts relating to the same. FFP will manage the Account(s) and enter into transactions in Client's Account(s) in accordance with FFP's professional judgment and Client's investment goal(s), Account(s) restrictions (if applicable), and financial circumstances.



FFP will have no authority to withdraw or transfer Assets from Client's Account(s), except as predetermined and disclosed by Client and in accordance with Client's specific instructions to FFP.

FFP will monitor Client's Account(s) on an ongoing basis and conduct periodic portfolio reviews with Client. FFP will generally be available to discuss Client's Account(s) by appointment. FFP will attempt to meet with Client at least annually to discuss Client's investment needs, goals, and objectives. FFP will also review Client's Account performance and the continued suitability of investments recommended by FFP for Client at least annually.

Client authorizes FFP to respond to inquiries from and communicate with and share information with Client's accountants, attorneys, advisors, and other consultants or professionals as deemed necessary by FFP to provide its services to Client and/or as requested by Client.

4. Client's Responsibilities

Client represents and confirms that Client is authorized to engage in this Agreement with FFP. Client agrees to deliver to FFP all account forms and other documents, including investment account statements, a completed risk tolerance profile, income tax returns, and other intake forms, as FFP may reasonably require. Client also agrees to provide all documentation necessary to establish the undersigned's authority to execute and deliver this Agreement.

Client agrees to promptly deliver all amendments or supplements to these documents to ensure that FFP has current and accurate information regarding Client's financial condition, investment objectives, and needs and shall give FFP prompt written notice of any modifications, changes or investment restrictions applicable to the Account(s).

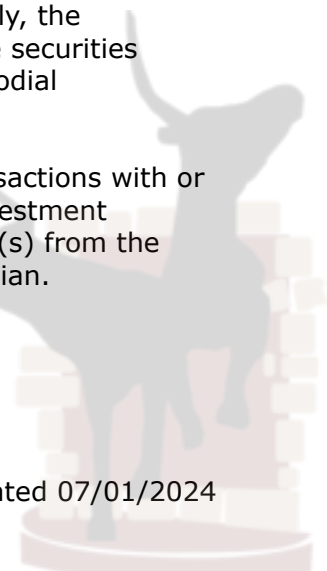
Client shall notify FFP if Client deems any investments recommended or made for the Account(s) to be in violation of such investment objectives or restrictions. Unless Client promptly notifies FFP in writing of specific investment restrictions on the Account(s), investments in line with Client's stated investment objectives that FFP recommends or makes on behalf of Client shall be deemed to be in conformity with Client's investment objectives.

Client agrees that FFP will not be liable for any losses, costs, damages, or claims arising out of Client's failure to provide FFP with any of these required documents.

5. Custody of Assets and Brokerage of Transactions

Client has appointed Charles Schwab as its broker and custodian (collectively, the "Custodian") to take and have possession of the Account(s) and to execute securities transactions. At no time will FFP accept, maintain possession, or have custodial responsibility for Client's funds or securities.

Client authorizes FFP to direct and place all orders for the execution of transactions with or through the Custodian, give instructions to the Custodian concerning all investment decisions regarding the Assets, and request information about the Account(s) from the Custodian under Client's independent, exclusive agreement with the Custodian.



The terms of the custody/brokerage Account(s), which contains the Assets, shall be determined solely by and between Client and the Custodian. FFP shall not be liable to Client for any act, conduct, or omission by the Custodian acting as broker-dealer or custodian.

FFP shall not be responsible for ensuring the Custodian's compliance with the terms of the brokerage Account(s) and payment of brokerage or custodian charges and fees. Client acknowledges that the Custodian will provide duplicate trade confirmations and statements and/or electronic access to FFP for all trades in the brokerage Account(s).

FFP is authorized and empowered to issue instructions to the Custodian and to request information about the brokerage Account(s) from the Custodian. FFP will arrange for the execution of securities brokerage transactions for the Account(s) through broker-dealers that FFP reasonably believes will provide best execution.

In seeking best execution, FFP will select a broker that gets Client a favorable deal based on the broker's execution quality, research and other services, commissions and fees, the quality of the brokerage services provided, and responsiveness.

6. Trade Confirmations and Trade Aggregation

Client acknowledges that the Custodian will provide duplicate confirmations and/or electronic access to FFP for all trades in Client's Account(s) and will also promptly send Client copies of confirmations of transactions executed and an inventory of investments.

Transactions for the Account(s) will generally be made independently of transactions in other client Account(s), unless FFP decides to purchase or sell the same securities for several clients at approximately the same time.

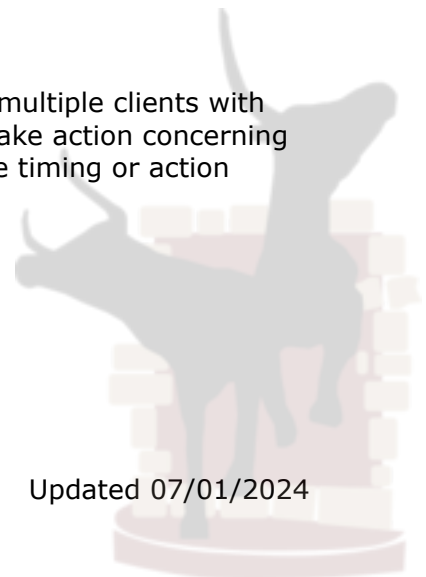
FFP may, in its discretion, combine transactions in the same securities for multiple clients at approximately the same time to obtain the best execution, negotiate more favorable commission rates or fairly allocate differences in prices, commissions, and other transaction costs among clients.

When FFP aggregates transactions, it will, or have the Custodian, average the executed prices of the aggregated transactions and allocate the transactions in proportion to the orders placed for each client on any given day. The Account(s) will be deemed to have purchased or sold its proportionate share of the instruments involved at the average price obtained.

FFP will not receive any additional compensation or remuneration from aggregating multiple client orders.

7. Non-Exclusivity

Client understands that FFP provides Asset Management services to multiple clients with different economic needs and agrees that FFP may give advice and take action concerning any of its other clients, which may differ from the advice given or the timing or action taken regarding Client's Account(s).



Nothing in this Agreement shall impose on FFP any obligation to Client to purchase, sell or recommend for purchase or sale any security that FFP, its principals, affiliates, officers, members or employees may buy or sell for their own accounts or for the account(s) of any other client if, in the sole and absolute discretion and reasonable opinion of FFP, it is not for any reason practical or desirable to acquire a position in such security for Client's Account(s).

Nothing in this Agreement shall put FFP under any obligation to purchase or sell, or to recommend for purchase or sale for the Account(s), any securities which FFP, its employees, affiliates, representatives, or agents, may purchase or sell for themselves or for the account(s) of any other client, unless in FFP's determination, such investment would be in the best interest of Client.

8. Reliance on Information

Client understands that, in the performance of its obligations and duties under this Agreement, FFP is entitled to rely upon the accuracy of information furnished by Client or on its behalf, without further investigation.

9. Proxies

Client acknowledges that FFP will not vote proxies. Client is responsible for all decisions concerning the voting of proxies and corporate actions for securities held in Client's Account(s).

Client will maintain exclusive responsibility for all legal proceedings or other types of events relating to the Assets in the Account(s), including but not limited to class action lawsuits.

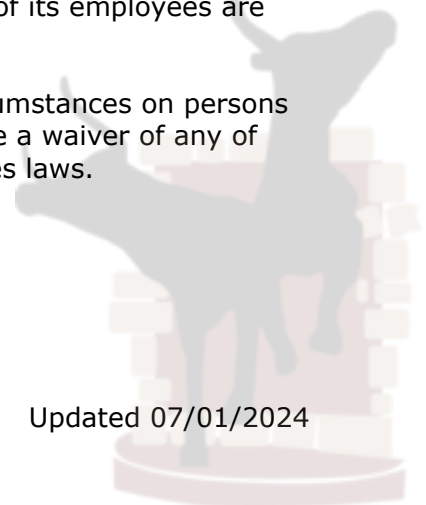
10. Risk Acknowledgements

FFP does not guarantee the future performance of Client's Account(s) or any specific level of performance, the success of any investment decision or strategy used, or the success of FFP's overall management of the Account(s). Client understands that investment decisions made for Client's Account(s) by FFP are subject to various markets, currency, economic, political, and business risks, and that those investment decisions will not always be profitable.

11. Liability

Client recognizes that investment recommendations made by FFP are opinions only and that FFP cannot guarantee any level of performance. All investments have a potential risk of loss that Client must understand and be willing to bear before implementing any of FFP's recommendations. It is further understood that neither FFP nor any of its employees are qualified to render legal services or prepare legal documents.

Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith. Therefore, this Agreement does not constitute a waiver of any of Client's legal rights under common law or Federal and State securities laws.



12. Non Waiver of Compliance

Nothing in this Agreement may be interpreted to waive or limit any obligation of FFP to comply with the Advisers Act or any rights that Client may have under applicable federal and state securities laws, rules and regulations.

13. Termination, Cancellation, and Assignment

This Agreement will continue in effect until terminated by either party. Either party may terminate the Agreement at any time by giving thirty (30) days signed written notice to the other party. In the event that either party terminates this Agreement, any fees will be prorated to the date of termination, and Client will be refunded any unearned portion of those fees.

Neither Client nor FFP may assign this Agreement without the express prior written consent of the other party, within the meaning of the Advisers Act and/or any applicable state securities law.

14. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Texas without giving effect to its conflict of laws principles. The Agreement shall be interpreted in a manner consistent with federal and state securities laws, and nothing in this Agreement shall be construed in any manner inconsistent with such laws or any rule, regulation, or order promulgated thereunder and applicable to FFP.

15. Disclosures

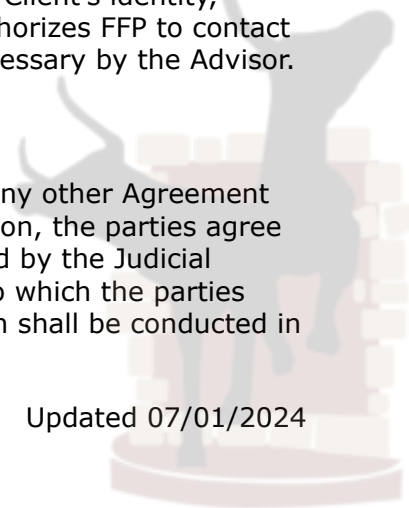
Client acknowledges receipt of [Part 2 of Form ADV](#), and [Form CRS](#), or a disclosure statement containing the equivalent information. If the appropriate disclosure statement was not delivered to Client at least 48 hours prior to Client entering into any written or oral advisory contract with this investment adviser, then Client has the right to terminate the contract without penalty within five 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, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

16. Privacy Policy

Client has received and reviewed a copy of [FFP's Privacy Policy](#) detailing how FFP protects Client's non-public personal information. Except as otherwise agreed in writing, or as required by law, FFP will keep confidential all information concerning Client's identity, financial affairs, and investments; provided, however, that Client authorizes FFP to contact Client's accountants, attorneys and other consultants as deemed necessary by the Advisor.

17. Mediation Agreement

If a dispute arises which is in any way related to this Agreement or any other Agreement between the parties, and the dispute cannot be resolved by negotiation, the parties agree to try in good faith to resolve the dispute in a mediation administered by the Judicial Arbitration and Mediation Service, or in any other mediation forum to which the parties may agree, before resorting to litigation or arbitration. Any mediation shall be conducted in



the Dallas/Fort Worth area. Any mediation or arbitration is voluntary, and the parties understand that, by agreeing to arbitrate their disputes, that they are not waiving any rights under the Advisers Act and/or any applicable federal or state securities laws.

18. Death and Disability

Client's death, disability, or incompetency will not automatically terminate or change the terms of this Agreement. However, Client's executor, personal representative, guardian, attorney-in-fact, or other authorized representative may terminate this Agreement by giving written notice to FFP. Client recognizes that the Custodian may not permit any further account transactions until such time that Client's representative provides any documentation required to establish authority regarding Client's Account(s).

19. Notices and Consent to Electronic Delivery

By signing this Agreement, Client hereby consents to receive communications from FFP via email without also receiving written copies from FFP.

Client acknowledges and agrees that it must inform FFP in writing of any changes to Client's email address. Client must send to FFP all notices, correspondence, or other communication electronically to jgay@ffplan.com or by USPS mail or other delivery service to FFP's mailing address.

Client agrees to regularly read electronic mail delivered to Client's email address and to maintain a system that allows retrieval of communications from internet websites. FFP maintains no liability for electronic communications that are not read or acknowledged by Client.

20. Entire Agreement and Amendment

This Agreement contains the entire agreement and understanding between Client and FFP with respect to the subject matter hereof and supersedes all prior written agreements and understandings with respect thereto. This Agreement may only be amended or modified, and the terms hereof may only be waived upon written agreement of all parties hereto or, in the case of a waiver, by the party entitled to the benefit of the terms being waived.

21. Acknowledgement

By executing this Agreement, the parties acknowledge, accept, and agree to their respective rights, duties, and responsibilities.

By executing this Agreement, Client acknowledges receipt of [FFP's Form ADV Part 2A](#), [FFP's form CRS](#), a copy of this Agreement signed by both parties, and a copy of [FFP's Privacy Policy](#).



Schedule A: Minimum quarterly fee

Client’s calculated quarterly fee will be subject to the minimum fee shown:

2023: \$2,500	2033: \$3,360
2024: \$2,575	2034: \$3,461
2025: \$2,652	2035: \$3,564
2026: \$2,732	2036: \$3,671
2027: \$2,814	2037: \$3,781
2028: \$2,898	2038: \$3,895
2029: \$2,985	2039: \$4,012
2030: \$3,075	2040: \$4,132
2031: \$3,167	2041: \$4,256
2032: \$3,262	2042: \$4,384

Client Signature Date

John Gay Date

