



Financial Planning & Investment Advisory Agreement

This investment Advisory agreement is between Financial Planning Hawaii, Inc. (“Adviser”), a Hawaii corporation, registered as an investment Adviser with its principal office located in the state of Hawaii and you (“Client”).

Section 1 – Services and Fees

The Adviser will provide discretionary investment management for one or more accounts that are established, or that will be established, by the Client. Unless otherwise specified in this Agreement, the Client agrees that no additional or separate agreement will be required to be executed in the event of any addition or subtraction of new accounts and account information, provided Client has ownership over such account.

The fees for investment management services are located in Appendix A of this Agreement. Investment management fees include comprehensive financial planning guidance as mutually agreed upon between the Client and the Adviser. Financial planning services include unlimited access to eMoney. While there is no obligation for clients to use this service, eMoney is a platform that enables users to centralize, organize, monitor, and maintain all aspects of their financial lives. It is the primary tool the Adviser uses to gather and review important non-investment planning information including beneficiary designations, asset registrations, insurance, estate, and tax planning documents. eMoney is also the primary tool the Adviser employs to give clients an overview of their asset allocations, assets and liabilities, and net worth.

The Client authorizes the Adviser to calculate and deduct the management fee from one or more Accounts under this Agreement. Any commissions and transaction fees charged by the custodian or other third parties are exclusive of, and in addition to any investment management or investment Advisory fee assessed by the Adviser. The Client agrees that Adviser may, without further authorization, liquidate securities which are held in the Account in order to facilitate payment of fees pursuant to this Agreement. The Adviser will send a quarterly billing to Custodian, setting forth the Advisory fee due for that quarter. The Custodian shall pay the fee directly to the Adviser from the Account.

In addition to the fee charged by the Adviser, the Custodian may charge a fee for services provided. Fees will vary depending upon the Custodian used. The Client will receive an account statement from the Custodian no less frequently than quarterly. The account statements from the Custodian will indicate the amount of Advisory fees deducted from account(s) each billing period. The Client should carefully review account statements for accuracy.

As part of our investment Advisory services to you, we may invest, or recommend that you invest, in mutual funds and exchange-traded funds. All fees that you pay to our firm for



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investment Advisory services are separate and distinct from the internal fees and expenses charged by mutual funds and/or exchange traded funds (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses. You may also incur transaction charges and/or brokerage fees when purchasing or selling securities. These charges and fees are typically imposed by the broker-dealer or custodian through whom your account transactions are executed. We do not share in or receive any portion of the brokerage fees/transaction charges imposed by the broker-dealer or custodian.

Section 2 – Ownership

The Client at all times retains direct ownership of the securities held in accounts managed by the Adviser. The Adviser does not have custody of the account nor the authority to withdraw funds other than to pay fees as described in this agreement. The custodian will provide the Client with a monthly or quarterly statement reflecting all transactions and current holdings at the end of each statement period.

The Account(s), and the assets in the Account(s), shall be held by an independent custodian (“Custodian”). The Client also authorizes and directs Adviser to instruct Custodian on Client’s behalf to (a) send Client at least quarterly a statement showing all transactions occurring in the Account during the period covered by the account statement, and the funds, securities, and other property in the Account at the end of the period; and (b) provide Adviser copies of all periodic statements and other reports for the Account that Custodian sends to Client. The Client’s relationship with the Custodian will be governed by a separate agreement between Client and Custodian.

Section 3 – Client Authority

If Client is an individual, Client represents that he or she is of legal age. If Client is a corporation, partnership or limited liability company, the person signing this Agreement for the Client represents that he or she has been authorized to do so by appropriate action. If this Agreement is entered into by a trustee or other fiduciary, the trustee or fiduciary represents that Adviser’s investment Advisory and management services are authorized under the applicable plan, trust, or law and that the person signing this Agreement has the authority to negotiate and enter into this Agreement. Client will inform the Adviser of any event that might affect this authority or the propriety of this Agreement.

Client agrees to deliver to Adviser all account forms and corporate resolutions or similar documentation evidencing the undersigned’s authority to execute and deliver this Agreement. The Client also agrees to deliver such organizational documents and other documents as the Adviser may reasonably require. The Client agrees that Adviser shall not be liable for any losses, costs or claims suffered or arising out of Client’s failure to provide Adviser with any documents required to be furnished under this Agreement, or that are pertinent to Adviser’s investment Advisory and management services. Client warrants and represents that it owns all the assets or property deposited in the Account(s) and that no restrictions on disposition exist as to any such assets or property.



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Section 4 – Accounts with Multiple Owners or Representatives

Accounts with multiple clients, trustees, or representatives (such as a joint account, or a trust account) shall be considered one Client. If the Adviser receives information from one client or representative of an account, that information can be shared with the other client(s) or representative(s) of that account. If one client or representative of an account gives Adviser authorization under this Agreement, that authorization shall be valid as to all clients and representatives of that account.

Section 5 – Confidentiality

Adviser shall keep confidential all information concerning Client's identity, financial affairs, and the Account(s), except as required by law. Also, Client authorizes Adviser to disclose to Custodian and third parties, such as technology and software companies, whatever information Adviser deems reasonable in connection with Adviser's performance of its obligations and duties under this Agreement.

Section 6 – Electronic Delivery Authorization

Client authorizes Adviser to deliver, and Client agrees to accept all required regulatory notices and disclosures, as well as all other correspondence from Adviser, via electronic mail. The Adviser shall have completed all delivery requirements upon the forwarding of such document, disclosure, notice and/or correspondence to Client's last provided email address. You may revoke this authorization at any time. If Client requests documents or information in paper format, any such request will not be deemed by the Adviser as a request to revoke electronic delivery.

Client shall notify Adviser, in writing, of any changes to Client's email address. Until notified, the Adviser shall rely on the most recent email address provided by the Client. Client acknowledges that he or she has the ongoing ability to receive and open standard electronic mail and corresponding electronic documents. If, at any time, Client's electronic delivery situation changes, or Client is unable to open a specific document, Client agrees to immediately notify Adviser so that the specific issue can be addressed and resolved.

By the providing one or more email addresses in Section 20 of this Agreement, the Client authorizes electronic delivery, acknowledges, and agrees that this electronic delivery authorization pertains only to documents sent from the Adviser, and warrants that the Client is the rightful owner of any email addresses provided to the Adviser.

Section 7 – Other Clients

Client acknowledges that Adviser acts as investment Adviser to other clients and may give advice or act with respect to any of those other clients (including clients with investment objectives that are similar to those of Client) that may differ from the advice given, or the timing or nature of action taken, with respect to the Account. The Adviser agrees that, to the extent practicable, these investment opportunities will be allocated among clients over a period of time on a fair and equitable basis.



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Section 8 – Client Acknowledgement of Risks

The Client will provide the Adviser with complete information about the Client's investment needs and objectives and will notify the Adviser promptly of any significant changes in the information provided.

The Client is responsible for ensuring the completeness and accuracy of all Account applications and will inform the Adviser in writing of any special instructions or limitations for managing the Assets.

The Client understands the investment Advisory services to be provided by the Adviser (directly and indirectly) and has had an opportunity to review materials and ask questions about those services.

The Client understands that investment advice and recommendations made for the Account(s) by Adviser are subject to various risks, including, but not limited to, market, currency, economic, business, political and geopolitical risks, and that those investment recommendations may not always be profitable. The Adviser does not, and cannot, guarantee the future performance of the Account(s) or any specific level of performance, the success of any investment strategy that Adviser may use, or the success of Adviser's overall handling of the Account(s).

The Adviser will only provide investment Advisory services with regard to the securities, investments, cash, and other assets held in accounts listed in Appendix A or otherwise agreed to in writing between the Client and the Adviser. Client understands and agrees that any assets or accounts not owned by the Client are not covered by this agreement.

Client acknowledges that Adviser's duties and responsibilities under this Agreement with regard to individual securities or accounts of Client that are being transferred to an Adviser-managed brokerage account shall begin when the securities transfer has been completed and the Adviser may sell or take other action with respect to the account or the securities.

The Client agrees to promptly notify and discuss with the Adviser any significant change in Client's financial circumstances or investment objectives that might affect the manner in which the Account(s) should be managed. The Client also agrees to provide the Adviser with such additional information as the Adviser may request from time to time to assist it in managing the Account(s).

Section 9 – Proxy Voting

We do not retain proxy voting authority. You shall be responsible for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by you shall be voted and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings, class actions or other type events pertaining to the assets in your accounts.



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Section 10 – Discretionary Authority

Unless otherwise provided for in this Agreement, the Client grants the Adviser discretionary authority. Without prior consent from you, discretionary authority allows the Adviser to determine which securities to buy and sell, the number and dollar amount of securities to buy and sell and the broker-dealer to be used for the purchase or sale of securities. The Adviser may give a copy of this Agreement to any broker, dealer, or other party to a transaction for the Account(s), or the Custodian (as defined elsewhere in this agreement), as evidence of Adviser's authority to act for Client. The Adviser's authority under this Agreement will remain in effect until changed or terminated by Client in writing.

Section 11 – Death or Disability

If Client is a natural person, the death, disability, or incompetency of Client will not terminate or change the terms of this Agreement. However, Client's executor, guardian, attorney-in-fact, or other authorized representative may terminate this Agreement by giving written notice to the Adviser as provided in Section 13 herein. The Client acknowledges and accepts that the Custodian may not permit any further transactions in the Account(s) until such time as any documentation required is provided to the Custodian.

Section 12 - Amendments and Consent

You agree that the Adviser may amend this Agreement from time to time. Except as otherwise provided for in this Agreement, nothing in this Agreement or any Amendment will be deemed waived or amended without the prior express written consent of the Adviser executed by a duly authorized representative of the Adviser.

Subject to applicable law, you agree that, in any matter for which your consent or agreement is required or for which the Adviser may seek your consent or agreement, you will be deemed to have given your consent or agreement if the Adviser sends you prior notice of such matter and indicates that you will be deemed to consent or agree to the matter if you do not object in the manner and by the deadline stated in the notice and you do not so object by the deadline stated in the notice.

Section 13 - Termination

Client understands that this Agreement may be terminated without penalty within five (5) business days from the date of the signed Agreement. Thereafter, this Agreement will continue in effect until terminated. Either party may terminate Agreement by providing the other party written notification (email notification will suffice). The termination date shall be the date either party receives written notification from the other party.

If Account(s) close and we have not received written notification from Client, the termination date shall be the latest closing date (as determined by the account custodian) of all Account(s) under this Agreement. The Client understands and agrees that prepaid Advisory fees will not be refunded.

See Financial Planning and Investment Advisory Fee Agreement for a reiteration of the above provision.



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Termination of this Agreement will not affect (a) the validity of any action previously taken by Adviser under this Agreement; (b) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (c) Client's obligation to pay Adviser's investment Advisory and management fee(s) (prorated through the termination date). On the termination of this Agreement, the Adviser will have no obligation to recommend or take any action with regard to the securities, investments, cash, or other assets in the Account.

Section 14 – Governing Law

This Agreement will be governed by and construed in accordance with the laws of the state of the Client's domicile without giving effect to any conflict or choice of law provisions, provided that nothing in this Agreement will be construed in any manner inconsistent with federal laws, the Advisers Act, any rule or order of the SEC under the Advisers Act and, if applicable to the Account(s), ERISA and any rule or order of the United States Department of Labor under ERISA.

Section 15 – Miscellaneous Provisions

If any provision of this Agreement is, or becomes, inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, that provision shall be deemed to have been rescinded or modified in accordance with any such law or rule. In all other respects, this Agreement shall continue and remain in full force and effect.

No term or provision of this Agreement may be waived or changed except in writing signed by the party against whom such waiver or change is sought to be enforced. Adviser's failure to insist at any time on strict compliance with this Agreement, or with any of the terms of the Agreement or any continued course of such conduct on its part, will not constitute or be considered a waiver by the Adviser of any of its rights or privileges. This Agreement contains the entire understanding between Client and Adviser concerning the subject matter of this Agreement.

Section 16 – Mediation

If a dispute arises out of or relates to this contract, or the alleged material breach thereof, and if the dispute is not settled through negotiation the parties agree first to try in good faith to settle the dispute by mediation within 30 days administered under a mutually agreed upon mediation forum before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider. This section does not constitute a waiver of any right that Clients may have to choose a judicial forum if such a waiver would be void under applicable federal law.

The federal and state securities laws impose liability under certain circumstances on persons who act in good faith. Nothing in this Agreement, including the information below, is a waiver of any right or remedy Client has under federal or state securities laws.



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The Adviser (and its managers or members) are not liable to Client for losses resulting from (i) market movements / security price movements for securities purchased, sold, or held within Client accounts or a loss of principal within accounts managed by the Adviser and (ii) third party errors or activity (broker dealer / custodian, transfer agency, security issuers, and other third-party service providers to the Adviser) which are independent of and are additional, independent third-party service providers to Client. The Adviser may be liable for any act or omission in providing services if provided in bad faith.

Section 17 – Non-Assignability

This agreement may not be assigned (within the meaning of the Investment Advisers Act of 1940) by either the Client or the Adviser without the prior consent of the other party. The Client acknowledges and agrees that transactions that do not result in a change of actual control or management of the Adviser shall not be considered an assignment pursuant to Rule 202(a) under the Investment Advisers Act of 1940.

The Adviser may not assign their respective rights or obligations under this Agreement without the consent of Client. Such consent may be obtained in any manner that is reasonable under the circumstances and may include the use of a “negative consent” process whereby a good faith effort is made to notify Client of a proposed assignment and Client is deemed to have consented to that assignment if Client does not object to it in writing within a reasonable period, which period shall be at least 30 days.

Section 18 – Receipt of Disclosures and Acknowledgements

The Client acknowledges receipt of a copy of Adviser’s Form ADV Part 2A and any brochure supplements, the Adviser’s Form CRS, a copy of this Agreement and the Adviser’s Privacy Policy.

Section 19 – Authorization to Share Information with a Third Party

The Adviser may not share information regarding the Client or any accounts with anyone other than the account owner and by direction of a properly documented Power of Attorney. By checking or initialing the applicable options below, the Client consents to sharing information with one or more third parties.



_____ (Initial) If my spouse is not a party to this Agreement, I give the Adviser permission to share information such as my account balances, positions, and transactions regarding my accounts with my spouse.

_____ (Initial) I give the Adviser permission to share information such as my account balances, positions, and transactions with: _____ . If you choose to not add a name, please input "N/A." [Examples - CPA, attorney, other family member]

Section 20 – Signatures

This Agreement (including any Appendices) shall be effective upon the signatures of all the undersigned parties.

Client 1 Printed Name: _____

Signature: _____ Date: _____

Client 2 Printed Name: _____

Signature: _____ Date: _____

_____ Initial(s) here **ONLY if you wish to opt out of discretionary trading authorization** described in Section 10 of this agreement. All FPH clients are strongly encouraged to elect discretionary trading authorization, but we can accommodate specific client opt-out requests.

Email Addresses (for Electronic Delivery Authorization as provided for in Section 6.)

Client 1 Email Address: _____

Client 2 Address: _____



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Financial Planning Hawaii

Printed Name: _____

Signature: _____ Date: _____