



A Registered Investment Advisory Firm
Home of AfroEconomics™

**J.B. Bryan Financial Group, Inc.
AfroEconomics Entrepreneur Membership
FINANCIAL PLANNING AGREEMENT**

Financial Planning Agreement

This Financial Planning Agreement dated _____ is by and between J.B. Bryan Financial Group, Inc. (“J.B. Bryan Financial” or “Adviser”), a registered investment adviser, and _____ (“Client”), and relates to all financial planning services for the Client. This Agreement shall become effective on the day and year first written above.

Terms and Conditions

This agreement sets forth the terms and conditions of the Financial Planning Services, outlines the responsibilities of the parties and defines the relationship of J.B. Bryan Financial and the Client. The Client hereby appoints the Adviser Advisors to provide personal financial planning services, as described below.

Services of Adviser

J.B. Bryan Financial Group, Inc. will provide financial planning and consulting services as needed in the areas specified below. J.B. Bryan Financial Group, Inc. will summarize the planning and consulting services in a written plan for the Client, which reflects the Client’s current financial circumstances, financial outlook, and personal objectives.

- | | |
|------------------------------|-----------------------------|
| Business Planning | General Financial Planning |
| Business Succession Planning | Retirement Planning |
| Credit Planning | Business Tax Planning |
| Income Tax Planning | Estate Planning |
| Personal Insurance Planning | Business Insurance Planning |
| Business Continuity Planning | Employee Benefits Planning |

J.B. Bryan Financial Group, Inc. does not render tax advice, but provides planning when suitable as it relates to tax-free and tax-deferred investments, sheltering before-tax dollars using qualified plans and other strategies to help minimize tax liabilities for planning clients.

Planning Process

In creating the plan for the Client, the Client and J.B. Bryan Financial Group, Inc. will follow this planning process:

a) Data Compilation:

An initial interview is conducted with each Client (either in person, by telephone conference, and/or via a questionnaire) to determine the Client's financial circumstances, goals, acceptable levels of risk and other relevant circumstances. The Client will provide the Adviser with financial and personal data necessary to prepare the Client's financial plan. The Adviser will estimate the time required in formulating and implementing a plan for the Client after the facts are gathered.

b) Analysis:

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

c) Written Plan:

Based on the data the Client provides, the Client's chosen objectives and the Adviser's analysis, the Adviser will prepare and present to the Client a personal financial plan summarized in written form.

Client Rights and Obligations

The Client agrees to provide information and/or documentation requested by the Adviser, as it pertains to the Client's income, investments, taxes, insurance, estate plan, etc. The Client also agrees to discuss with the Adviser his investment objectives, needs and goals. The Client acknowledges that the Adviser will rely on the personal and investment information provided to the Adviser by the Client, Client's attorney, accountant or other professionals and will not verify such information. The Client agrees to give the Adviser prompt written notice of any modifications, changes or investment restrictions applicable and to notify the Adviser if the Client deems any investments recommended or made for the Account to be in violation of such investment objectives or restrictions.

The Client acknowledges that the Adviser cannot adequately perform its services for the Client unless the Client diligently performs his/her responsibilities under this Agreement. Furthermore, the Client understands that the responsibility to update changes to investment guidelines, restrictions and portfolio objectives rests solely with the Client. Consequently, the Client agrees to indemnify J.B. Bryan Financial Group, Inc. for any liability incurred by reason of any inaccurate information provided by the Client.

Implementation of the Client's Financial Plan

The services of the Adviser under this Agreement are limited to recommending strategies for the Client to consider in achieving the Client's financial objectives. It is clearly understood that Client is under no obligation whatsoever to purchase any financial product or service from the Adviser during or after this planning process.

The Adviser will, at the Client's request, facilitate and coordinate the steps to implement the Client's plan, in conjunction with the Client's attorney, accountant, and other pertinent advisors. However, implementation of product related recommendations are not included under this Agreement. If the Client desires, the Adviser's Representative, acting in a brokerage sales capacity, will recommend specific investments, insurance, or other financial products through which the Client can implement the Client's plan. The purchase of such products typically results in the payment of fees and/or commissions. The Client is under no obligation to follow, either wholly or partially, any recommendation made by the Adviser

Representation

It is understood by the Client that the Adviser is a Virginia Corporation, and that the Adviser is licensed/registered with all of the appropriate regulatory jurisdictions that the Adviser believes it has a duty to license/register.

It is understood and acknowledged by the Client that the Adviser is not engaged in the practice of law or accounting, and as such, will not render any legal or accounting advice hereunder nor prepare any legal or accounting documents for the implementation of any of Client's financial or investment plans.

Legal Capacity

If this agreement is established by the Client, the undersigned, in a fiduciary capacity, the Client hereby certifies that he/she is legally empowered to enter in or perform this agreement in such a capacity. If this agreement is established by a corporation, the undersigned certifies that the agreement has been duly authorized, executed and delivered on behalf of such corporation and that the agreement is a validly certified copy of a resolution of the Board of Directors of the corporation to that effect and authorizing the appropriate officers of the corporation to act on its behalf in connection with this agreement.

Non-Exclusive Relationship

It is understood that the Adviser performs financial planning services for other clients. The Client agrees that the Adviser may give advice and take action with respect to any of its other clients, which may differ from the advice given or the timing or nature of action taken with respect to the Client.

Advisor, its officers, employees, and agents, may have or take the same or similar positions in specific investments for their own Accounts, or for the Accounts of other Clients, as the Advisor recommends for the Client's Account.

Confidential Relationship

The parties hereto agree not to disclose to any other party and to keep confidential the terms and conditions of this Agreement and any amendment or supplement thereto. Notwithstanding the foregoing, J.B. Bryan Financial Group, Inc. may disclose Client information to such person(s) to include (a) its employees, directors, agents, attorneys, accountants, and other professional advisors; (b) any governmental authority having jurisdiction over J.B. Bryan Financial Group, Inc., or to the extent required in response to any court order or other governmental authority, or as otherwise required pursuant to any requirement of law; (c) any stock exchange, regulatory, or self-regulatory organization having authority over the Client or J.B. Bryan Financial Group, Inc.; and (d) any third party whom J.B. Bryan Financial Group, Inc. (in its sole discretion) deems it necessary to disclose such information to in connection with the management and servicing of the Account. In the event that any party hereto breaches any provision of this section, the other party shall be entitled to temporary and permanent injunctive relief against the breaching party without the necessity of proving actual damages.

Fees

Entrepreneur Membership is \$500 per year or \$50 each month. Includes a minimum of 4 meetings a year and unlimited phone calls throughout the year.

The Adviser's fees are usually between \$250 and \$5000 per plan. For the financial planning services described above, the Client agrees to pay the Adviser a fee of \$_____ per hour. An initial deposit of 50% of the estimated total fee payable by the Client is due to the Adviser on the Effective Date of this Agreement. The balance of the fee J.B. Bryan Financial Group, Inc. will be due upon presentation of the plan.

In lieu of the above fee structure, the Client and Adviser may negotiate a fixed fee for planning services, which will depend upon the nature and complexity of the Client's objectives. Under these circumstances, the Client agrees to pay the Adviser a fee of \$_____.

Notices and Communication

Communications will be sent to the Client at the address provided by the Client at the time the Client signs the agreement or such other address as may be provided to the Adviser in writing in the future. All communications sent to the Client at the stipulated address, whether by mail, by telegraph, by facsimile, by messenger, electronically, or otherwise, will be treated as if they were given to the Client personally, whether or not the Client receives them.

Insurance Agents

The Client acknowledges that the investment advisor representatives of J.B. Bryan Financial Group, Inc. may also be licensed insurance agents. If any response to any inquiry made pursuant to this Agreement includes a recommendation to purchase insurance products the Client may choose, but is under no obligation to, purchase such insurance product recommendations and use J.B. Bryan Financial Group, Inc. representatives to help implement such insurance product recommendations.

When acting in the capacity as an agent, such J.B. Bryan Financial Group, Inc. representative may receive the usual and customary commissions or fees from the insurance agency of which he is an agent. These commissions are in addition to any management fees the Client may have paid to us. Under such circumstances, a conflict will exist between the interests of the Client and the interests of the J.B. Bryan Financial Group, Inc. representative and the Client hereby acknowledges the disclosure of and consents to this conflict of interest.

Risk Acknowledgement

The Adviser does not guarantee the future performance of recommendations provided as part of the financial plan or any specific level of performance, the success of any investment decision or strategy that the Adviser may recommend, or the success of Adviser's overall plan design. The Client understands that investment recommendations and strategies made as part of the Client's financial plan by the Adviser are subject to various market, currency, economic, political, geopolitical, acts of terrorism, and business risks, and that those investment recommendations will not always be profitable or successful.

The Client recognizes that there may be loss or depreciation of the value of any investment due to the fluctuation of market values.

Governing Law

Except to the extent that it is preempted by federal law, the internal law of the Virginia will govern the construction, validity, and administration of this agreement. However, nothing in this agreement will be construed contrary to the Advisers Act.

Standard of Care

It is agreed that J.B. Bryan Financial Group, Inc. will discharge its duties under this Agreement with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like or similar capacity, and familiar with such matters, would use. In providing such services, it is agreed that except for negligence, malfeasance or violation of applicable law, neither Adviser nor any of its principals, directors or employees shall be liable for any action performed or for any errors of judgment in managing client's account(s) under this Agreement. However, the State Securities Laws and Federal Securities Laws impose liabilities under certain circumstances and therefore nothing contained in this Agreement with respect to liabilities should be construed as limiting a client's rights which he/she may have under applicable State Securities Laws and/or Federal Securities Laws.

Assignment of Agreement

This Agreement shall be binding upon and shall inure to the benefit of the parties herein to their respective successors, assigns, heirs and personal representatives. However, the rights and obligations hereunder will not be assignable, transferable, or delegable without the express written consent of the other party. Any attempted assignment, transfer or delegation thereof without such consent will be void. The foregoing does not prevent an assignment by J.B. Bryan Financial Group, Inc. in connection with any transaction which does not result in a change of its

actual control or management within the meaning of Rule 202(a)(1)-1 under the Investment Advisers Act of 1940.

Waiver

Failure of either party at any time to declare breach and termination of Agreement due to any violation or violations by the other party of the provisions hereof shall not be deemed a waiver on the part of such party. Any subsequent violations by the other party following a demand for strict compliance shall not be deemed a waiver, expressed or implied, and notice of breach thereafter, need not be served on the other party.

Severability

If any part of this agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remaining terms of this Agreement.

Duration and Termination

The term of this Agreement will commence upon the effective date set forth above and will continue until terminated upon the Client's receipt of the final plan and/or services. Such termination will be effective upon receipt by the non-terminating party. Initially the Client may terminate the agreement within 5 days from the date of the agreement and all fees paid by the Client shall be refunded. Thereafter, either party may terminate the agreement upon written notice to the other in person or by mail to the address of record. In the event the program is terminated, and the Client has advanced any fees which have been unearned as of the date of termination, such unearned fees shall be immediately refunded to the Client.

Termination of this Agreement will not affect (i) the validity of any action previously taken by the Adviser under this Agreement.

Entire Agreement and Amendments

All agreements, covenants, representations and warranties express and implied oral and written, of the parties hereto concerning the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, are made a part hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter hereof are merged herein.

J.B. Bryan Financial has the right to amend this agreement upon written notice to the Client. Any such amendment will be effective as of the date specified by J.B. Bryan Financial. However, regardless of anything else in this agreement, any increase in Fees, any deletion or substitution by J.B. Bryan Financial of any of the Services or in connection with the Account and any material modification of any such Services will be the subject of a minimum of 30 days prior written notice to the Client. The Client may then terminate this agreement in its entirety by notifying J.B. Bryan Financial within 10 days receipt of the notice of the change, provided that in the event of any modification or the replacement of existing Services with a substantially similar type of

service the Client may terminate this agreement only if the effect is to materially reduce the quality or content of the Services.

Arbitration Agreement

The Client and the Adviser agree that all controversies which may arise between them concerning the provisions of the services provided under this Agreement, or concerning the construction, performance or breach of this agreement, which are not settled within fifteen(15) days after written notice of a Dispute is given by one Party to the other shall be referred to arbitration, in accordance with the rules of the American Arbitration Association. Any arbitration shall take place in the same city and state where the Adviser is located. The parties acknowledge, understand and agree that:

- All aspects of the arbitration shall be treated as confidential.
- The arbitration panel shall consist of at least three individuals, with at least one panelist having knowledge of investment advisory activities.
- The award of the arbitration panel shall be final and binding and any court of competent jurisdiction may enforce a judgment upon the award rendered.
- Damages that are inconsistent with any applicable agreement between the parties, that are punitive in nature, or that are not measured by the prevailing party's actual damages, shall be unavailable in arbitration or any other forum.
- In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitration panel have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.
- The prevailing party shall be entitled to an award of reasonable attorney fees.
- The parties are waiving their right to seek remedies in court, including the right to jury trial.
- Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings.
- The Arbitration Award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of a ruling by the arbitrators is strictly limited.

In no way shall this agreement constitute a waiver or limitation of rights that a client may have under Federal or State Securities Laws to pursue a remedy by other means.

Acknowledgement of Disclosure Statement

The Client acknowledges he/she:

- Has carefully reviewed this Agreement and any exhibits attached thereto;
- Had an opportunity to discuss the fee provisions and other arrangements relating to the financial planning services with J.B. Bryan Financial Group, Inc.;
- Fully understands the services to be provided hereunder and the associated risks

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The Client acknowledges receipt of Part 2A of Form ADV. If the appropriate disclosure statement was not delivered to the Client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment adviser, then the 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.

The Client acknowledges receipt of J.B. Bryan Financial Group, Inc.'s Privacy Policy.

This agreement shall be binding once all parties involved have signed and dated the agreement.

Client Name

Client Signature

Date

Advisor Name

Advisor Signature

Date