

# mABC Investment Advisors, LLC

PO Box 71 1322 Houston, TX 77271  
7914 Candle Ln Houston, TX 77071  
[Michael.Andries@mABCLLC.com](mailto:Michael.Andries@mABCLLC.com)

Tel: 713-777-0260  
Cell: 713-516-2310  
Fax: 832-364-6175

## Financial Consulting Agreement

AGREEMENT, made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ between the undersigned party,  
\_\_\_\_\_ whose mailing address is  
\_\_\_\_\_ (hereinafter  
referred to as the “Client”), and **mABC INVESTMENT ADVISORS, LLC**, a registered investment  
adviser, whose mailing address is listed above (hereinafter referred to as the “Adviser”).

1. Scope of Advisory Service

Adviser shall provide **Financial Consulting** services to the Client on an hourly basis.

2. Advisor Compensation:

Financial Consulting services are offered on a hourly basis. The fee for an hourly consultation is based on the time required to review the Client’s situation.

The Adviser’s rate is \$ \_\_\_\_\_ per hour.

Because of differences in the work required, financial consulting fees generally differ from client to client. The fees charged by Adviser are solely for the **Financial Consulting** services and do not include any commissions or advisory fees that might be generated upon implementation of any securities or insurance recommendations.

3. Responsibilities of the Client

Client agrees to provide, on a timely basis, information regarding income and expenses, investments, income tax situations, estate plans, and other pertinent matters as requested by Adviser from time to time. Client also agrees to discuss needs and goals and projected future needs candidly with Adviser and to keep Adviser informed, in writing, of changes in Client’s situation, needs, and goals. Client acknowledges that Adviser cannot adequately perform its services on Client’s behalf unless Client performs such responsibilities on his/her part and that Adviser’s analysis and recommendations are based on the information provided by Client. Client agrees to permit Adviser to consult with and obtain information about Client from Client’s accountant, attorney, and other advisers. Adviser shall not be required to verify any information obtained from Client, Client’s attorney, accountant or other advisers and is expressly authorized to rely on the information received. Client is free at all times to accept or reject any recommendation from Adviser and Client acknowledges that (s)he has

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the sole authority with regard to the implementation, acceptance, or rejection of any counseling or advice from Adviser.

#### 4. Client Representations and Acknowledgements

The Client represents and/or acknowledges that: (a) this Agreement does not violate any obligations by which the Client is otherwise bound and upon execution and delivery, this Agreement will be binding upon the Client in accordance with its terms; (b) the Client has received Part II of the Adviser's Form ADV; (d) the Client has delivered to the Adviser, and from time to time hereafter promptly will deliver to the Adviser, in writing, all of the information which the Adviser may require or reasonably request in order to perform its duties hereunder, and promptly will notify the Adviser, in writing, of any material changes in the information furnished; and (e) the Client is independent of and unrelated to the Adviser and its affiliates.

#### 5. Adviser Representations and Acknowledgements

The Adviser represents and/or acknowledges that: (a) the Adviser is registered with the State Securities Board of Texas, the Colorado Division of Securities, and the Louisiana Commission of Securities; (b) Adviser has delivered to the Client Part II of its Form ADV; and (c) to the extent required by law and in accordance with the Adviser's privacy policy, Adviser will treat as confidential any information obtained from or about the Client or the Client's Account through the performance of its obligations under this Agreement.

#### 6. Basis of Advice

Client acknowledges that Adviser obtains information from a wide variety of publicly available sources and that Adviser has no sources, and does not claim to have sources, of inside or private information. The recommendations developed by Adviser are based upon the professional judgment of Adviser and its individual professional counselors and neither Adviser nor its individual counselors can guarantee the results of any of their recommendations. Client at all times may elect unilaterally to follow or ignore completely or in part any information, recommendation or counsel given by Adviser under this Agreement.

#### 7. Implementation

The Client is free to obtain legal, tax, accounting, and brokerage services from any professional source to implement the recommendations of Adviser. Client will retain absolute discretion over all investment and implementation of any recommendations.

#### 8. Legal, Tax and Accounting Services

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It is understood and agreed that Adviser and its employees are not qualified to and will not render any legal, tax or accounting advice nor prepare any legal, tax or accounting documents for the implementation of Client's financial and investment plan. Client agrees that his/her personal attorney and/or accountant solely shall be responsible for the rendering and/or preparation of the following: (i) all legal, tax, and accounting advice; (ii) all legal, tax and accounting opinions and determinations; (iii) all legal, tax and accounting documents.

### 9. Termination

Either party may terminate the financial planning agreement within five business days of the date of acceptance without penalty to the Client. After the five-day period, either party, upon providing 10 days written notice to the other, may terminate this agreement. The Client is responsible to pay prorated planning fees, which are due and payable upon termination, in excess of the deposit received for bona fide planning services actually rendered prior to such termination. Deposits received in excess of fees for bona fide planning services are refundable.

### 10. Acknowledgment of Disclosure Statement

\_\_\_\_\_ Client acknowledges receipt of Part II 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.

\_\_\_\_\_ Client hereby acknowledges having received a copy of Adviser's Privacy Policies as required under the Graham-Leach-Bliley Act, Regulation S-P.

### 11. Assignment of Agreement

This Agreement may not be assigned (within the meaning of the Advisers Act) by either the Client or the Adviser without the prior written 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)(1)-1 under the Investment Advisers Act of 1940 or similar state statutes or rules.

### 12. Notices

The Client understands that unless subsequent written notice is given, any notice, report or other written communication provided to a party shall be mailed to such party's address as

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stated on the signature page of this Agreement (or any exhibit thereof), and that the Adviser may forward to its agents a copy of any written communication sent by the Client in connection with this Agreement. All notices and other communications contemplated by this Agreement shall be deemed duly given if provided in accordance with this Section 10.

### 13. Death or Disability.

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 Adviser.

### 14. Severability.

If any part of this Agreement is determined to be illegal, invalid, or unenforceable, then such part will be considered severed from this Agreement and the remainder of the Agreement will continue in full force and effect.

### 15. Arbitration.

In the event of any dispute pertaining to Adviser's services under this Agreement, either Party may pursue any and all remedies available to them; provided, however, that should the Parties agree to submit the dispute to binding arbitration, the following applies: The dispute will be submitted jointly to the National Arbitration Forum ("NAF") using its then-current Code of Procedure ("Code"). Notwithstanding anything to the contrary contained in the NAF Code, the arbitration shall be conducted by a sole arbitrator familiar with the financial advising industry; the hearing shall be conducted in Harris County, Texas; and the arbitrator may award costs and attorney fees to the substantially prevailing party.

### 16. Client Conflicts.

If this Agreement is between the Adviser and related Clients (i.e. husband and wife, life partners, etc.), Adviser's services shall be based upon the joint goals communicated to the Adviser. Adviser shall be permitted to rely upon instructions from either party with respect to disposition of the Assets, unless and until such reliance is revoked in writing to the Adviser. The Adviser shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the Clients.

### 17. Counterparts

This Agreement may be signed and executed in counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute one and the same signatory page of the Agreement.

### 18. Entire Agreement

This Agreement represents the entire agreement between the parties and expressly supersedes any prior written or oral agreement, specifically including all previous regular discretionary investment advisory agreement(s) between the parties.

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19. Applicable Law.

To the extent not inconsistent with applicable law, this Agreement shall be governed by and construed in accordance with the law of Texas without consideration of its conflict of laws principles. To the extent not inconsistent with applicable law, venue concerning all disputes pertaining to this Agreement shall be Harris County, Texas.

20. Authority.

The Client acknowledges that he/she/they/it has (have) all requisite legal authority to execute this Agreement, and that there are no encumbrances on the Assets. The Client correspondingly agrees to immediately notify the Adviser, in writing, in the event that either of these representations should change.

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IN WITNESS WHEREOF, the Client and Adviser have each executed this Agreement on the day, month and year first above written.

AGREED TO AND EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

## **CLIENT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if joint account)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title (if signing in representative capacity)

\_\_\_\_\_  
Address to which notices will be sent (only if different from the co-owner's address already provided):

Address to which notices will be sent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **ADVISER:**

**mABC Investment Advisors, LLC**

\_\_\_\_\_  
Acceptance

**Michael L Andries, Managing Member**

Print Name & Title

Address to which notices will be sent:

**mABC Investment Advisors, LLC**

**P.O. Box 71-1322**

**Houston, TX 77271-1322**