ProFocus®
Incorporated

Client Engagement Letter - Ongoing Services

This letter sets forth our understanding of the terms and objectives of our engagement to provide comprehensive Personal Financial Planning Services to you. The scope and nature of the services to be provided are described in detail in the accompanying **Disclosure Statement** and are listed as follows:

I. Review and Evaluation of Current Investments and Financial Situation
ProFocus will review and analyze financial information furnished to us relative to your current financial position, including current investments, retirement planning, income tax planning, insurance coverage, estate disposition, fringe benefits, money management, and budgeting.

II. Comprehensive Financial Plan
Based on a thorough review, we will prepare a written analysis of your current financial situation. ProFocus Incorporated will also prepare, in writing, specific preliminary recommendations that will seek to address your financial goals. Where appropriate, we will include financial illustrations and projections for **greater understanding** of the potential outcomes of financial alternatives. We will meet with you to discuss your prepared analysis. You will be given an opportunity to concur with the preliminary recommendations and/or suggest modifications. Following agreement on your personal financial goals and the strategies to be used to achieve them, we will provide you with a finalized version of the plan.

III. Implementation
ProFocus will assist you in implementing the strategies that have been agreed upon. Accordingly, we will be available on an ongoing basis, by telephone, in person, through our website, or by appointment to answer questions and to assist you or your other advisors.

IV. Ongoing Monitoring and Periodic Review
ProFocus Incorporated will maintain records of your expenditures, and investment assets to monitor the progress toward achieving your financial goals. Incidental to our services, we will also bring to your attention actual or anticipated changes in tax law that we believe may affect your situation. ProFocus Incorporated will review potential property acquisitions, major purchases, and direct participation investments to consider, based on offering materials and financial projections provided, whether they appear to be appropriate for achieving your objectives.

V. Fees *(Based On **One** of four options)*

1) Annual Management Fee based on a percentage of assets under management ranging from ½ of 1% to 2½%, depending on the size and complexity of a client's account. Management Fee is electronically deducted from client's investment account on a quarterly basis.

☐ **Annual Management Fee of __________ % of Total Assets.**
For Clients requiring a Managed Investment Account Only

2) Fee based on a standard hourly rate of **$275.00** multiplied by the number of hours required to prepare a Comprehensive Financial Plan.

☐ **Your estimated number of hours are ____________ multiplied by $275.00, equaling an**

estimated total amount of $ _______________.
For Clients requiring a Comprehensive Financial Plan Only

3) Fee based on a standard hourly rate of $275.00 multiplied by the number of hours required to prepare a Comprehensive Financial Plan, *and* Annual Management Fee based on a percentage of assets under management ranging from ½ of 1% to 2½, depending on the size and complexity of a client's account with a minimum of $50.00 per quarter per client. Management Fee is electronically deducted from client's investment account on a quarterly basis.

☐ **Your estimated number of hours are ____________ multiplied by $275.00, equaling an**

estimated total amount of $ _______________.

Annual Management Fee of __________ % of Total Assets.
For Clients requiring a Comprehensive Financial Plan and Managed Investment Account

4) Fixed Fee.

☐ **Your Fixed Fee for Full Service Financial Planning Advice and Services will be**

$ _______________.

Management Fee will be electronically deducted from client's investment account on a quarterly basis. Hourly Fee and Fixed Fee is due upon acceptance of this engagement, made payable to:

ProFocus, Inc.
5010 E. Warner Road, Suite 202A
Phoenix, Arizona 85044

VI. Limitation on Scope of Services

These services are not designed and should not be relied upon as a substitute for your own business judgment; nor are they meant to mitigate the necessity of a personal review and analysis of a particular investment. These services are designed to aid you in fulfilling your financial objectives in the most economically feasible manner possible.

These services do include, but are not limited to:

A) Budgeting and Money Management;
B) Business Consulting;
C) Asset Acquisition Negotiation;
D) Debt Reduction Strategies;
E) Insurance Planning, Estate Planning and Wealth Accumulation.

Services do not include:

A) Legal Services
B) Any other services not specifically outlined herein.

VII. Client's Cooperation

It is not possible to provide Comprehensive Personal Financial Planning Services without necessary information made available to us on a timely basis. By indicating your acceptance of this engagement, you agree to provide us with requested information and documents, such as financial statements, tax returns, summaries of investment accounts, wills, trust documents, insurance policies, information concerning employment, and retirement benefits, etc. You also agree to advise us with duplicate copies of your monthly statement of activity and portfolio holdings.

VIII. Term of Services

The Client or the Advisor may terminate this relationship at any time by notifying the other party by certified mail. Upon receipt of such notice, we will prepare and forward to you a bill for our time expended to date.

If this letter correctly sets forth your understanding of the terms and objective of the engagement, please so indicate by signing in the space provided below.

The above document sets forth my understanding of the terms and objectives of the engagement to provide Comprehensive Personal Financial Planning Services.

______________________________	______________________________
Michael M. Smith, CFP ProFocus, Inc.	Client
______________ Date	______________________________ Print Client's Name
	______________ Date
	______________________________ Client
	______________________________ Print Client's Name
	______________ Date