On this date _____, by and between Proactive Financial Solutions 360, LLC ("PFS 360") and _____ ("Client").

WITNESSETH

WHEREAS, the undersigned Client being duly authorized has funds available ("Account"). In consideration of the premises and mutual covenants contained herein, and intending to be legally bound hereby agrees to the following terms and conditions:

INVESTMENT ADVISORY SERVICES – Investment Advisory Services are detailed throughout this Agreement.

(A) Appointment and Acceptance as Investment Advisor

The Client hereby appoints PFS 360 as investment advisor for the Account. PFS 360 shall supervise and direct the investments of and for the Account, subject to the objectives, limitations and restrictions listed in Schedule A.

(B) Duties of PFS 360

PFS 360 hereby accepts appointment and fiduciary duty of utmost good faith to act solely in the best interest of each Client pursuant to the terms and conditions set forth in this Agreement and to comply with impartial conduct standards of:

- Charging no more than reasonable compensation for services provided; and
- Making no misleading statements regarding investments, compensation and conflicts of interest.

PFS 360 shall **have authority in its sole discretion** to:

1. Direct the Custodian to invest and reinvest or sell the Account assets in common and preferred stocks, bonds, debentures, notes, mutual fund shares, exchange traded funds, options and subaccounts inside of variable life insurance and variable annuities.
2. Direct the Custodian to exercise or abstain from exercising any options, privileges or rights held as part of the account.
3. Render to Client at least monthly a written statement of the investments of the Account. This statement may come directly from the Custodian.
4. To select and appoint one or more Sub-Advisor(s) to provide Sub-Advisor Services to Client's Account without prior consultation with or the prior consent of Client. Such Sub-Advisor Services will be as determined by PFS 360. Such Sub-Advisor(s), in providing Sub-Advisor Services, shall have all of the same authority relating to the management, including fee deduction authority, of Client's Account as is granted to PFS 360 in this Agreement. In addition, at PFS 360's discretion, PFS 360 may grant such Sub-Advisor(s) full authority to further delegate such discretionary investment authority to other Money Managers.

PFS 360 will not be required to take any action or render any advice with respect to the voting of proxies solicited by or with respect to the issuers of securities in which assets of the Account may be invested from time to time.

PFS 360 represents and warrants that it has authority to enter into this Agreement and to perform this Agreement in accordance with its terms and that it is registered as an investment advisor under the laws of the State of Massachusetts and other jurisdictions in which it may conduct business.

(C) Duties of Client

Client agrees to:

1. Notify PFS 360 of a change in life status including but not limited to, employment, retirement, marital status, or household.
2. Promptly notify PFS 360 in writing of any changes to its investment policy, and any changes to the restrictions or limitations applicable to the Account, and to provide PFS 360 with prior written notice of any changes in the identity of persons authorized to receive information with respect to the Account.
3. Execute any and all agreements, including limited powers of attorney, necessary or appropriate to enable PFS 360 to perform its investment advisory services hereunder.
4. Cause the Custodian to pay all Account charges and fees, including but not limited to brokerage commissions and taxes, and investment advisory fees. Client authorizes the custodian to automatically deduct PFS 360's advisory fees from client accounts.

(D) Custodian

The Custodian at the time this Agreement is executed is identified in Schedule C. PFS 360 may receive certain administrative benefits from the Custodian that enable PFS 360 to provide the Client with advisory services.

Under no circumstances will PFS 360 act as Custodian for the Account or have possession of any portion of the funds or investments of the account except for authorized fee withdrawal.

(E) Directed Brokerage

In circumstances where a Client directs PFS 360 to use a certain broker-dealer, PFS 360 still has a fiduciary duty to its Clients. The following may apply with Directed Brokerage: PFS 360's inability to negotiate commissions, to obtain volume discounts, there may be a disparity in commission charges among Clients and conflicts of interest arising from brokerage firm referrals.

(F) Services to Other Clients

It is understood that PFS 360 performs investment advisory services for various Clients. Client agrees that PFS 360 may give advice and take action in the performance of its duties with respect to any of its other Clients which may differ with the advice given or action taken with respect to the Account, so long as it is PFS 360's policy, to the extent practical, to allocate investment opportunities to the Account over a period of time on a fair and equitable basis relative to other Clients. Nothing in this Agreement shall be deemed to confer upon PFS 360 any obligation to acquire for the Account a position in any security which PFS 360, its principals or employees may acquire for its or their own accounts or for the account of any other Client, if in the sole and absolute discretion of PFS 360 it is not for any reason practical or desirable to acquire a position in such security for the Account. PFS 360 shall not be held responsible for any loss incurred by reason of any independent act or omission of any broker or the Custodian for the Account.

(G) Fees

In computing the market value of any investment of the Account, each security listed on any national securities exchange or otherwise subject to current last-sale reporting shall be valued at the last sale price on the valuation date. PFS 360 itself, does not price any investment or security for which it charges a management fee or that is included in the portfolio return.

The investment advisory fee is billed directly to the Custodian, with an informational copy of the invoice to Client. The Custodian deducts the fee for the Account upon receipt of the invoice, or shortly thereafter. PFS 360 will not be compensated based on the basis of a share of capital gains or capital appreciation of the assets in the Account.

Client shall be given thirty (30) days prior written notice of any increase in fees and Client will acknowledge, in writing, any agreement of increase in said fees.

(H) Duration and Termination

This Agreement shall become effective on the date written above and shall continue in effect until terminated. This agreement may be terminated by PFS 360 with thirty (30) days written notice to Client or by Client at any time with written notice to PFS 360. Clients will be responsible for investment advisory fees up to and including the effective date of termination.

No assignment of this Agreement by PFS 360 shall be effective without the prior written consent of Client. Clients may terminate their account within five (5) business days of signing the Investment Advisory Agreement with no obligation and without penalty.

(I) Confidentiality

Client's personal information will be disclosed to third parties as presented in the privacy policy of PFS 360.

(J) Title to Assets

Except to the extent Client has notified, or in the future notifies, PFS 360 in writing, Client represents that assets in the Account belong to Client free and clear of any liens or encumbrances.

(K) Market Conditions

Client acknowledges that PFS 360's past performance and advice regarding Client's Account cannot guarantee future results. **Client investments can appreciate or depreciate**. PFS 360 does not guarantee or warranty that services offered will result in profit.

(L) Notices

All notices and other communications contemplated by this Agreement shall be deemed duly given if it is transmitted to PFS 360 at:

500 E. Washington St., #23
North Attleboro, MA 02760

And to Client at the address appearing below, or at such other address or addresses that shall be specified, in each case, in a written notice similarly given.

(M) Limitation of Liability

PFS 360 shall not be responsible for independent acts, omissions, or solvency of the Custodian or any broker or agent selected by it to affect any transactions for the Account. PFS 360 shall not be relieved of any liability imposed by the Investment Advisors Act of 1940 or any applicable state laws that cannot be waived. Nothing in this Agreement may be interpreted to limit or modify the investment adviser's fiduciary duties to its Clients and nothing in this Agreement shall be deemed a waiver of any right or remedy that a Client may have under federal or state securities laws. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith.

(N) Governing Law

The validity of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State in which the Client resides, except to the extent preempted by ERISA.

(O) Captions

The section headings of this Agreement are inserted for convenience of reference only, and shall not affect the interpretation of this Agreement.

(P) Brochure and Privacy Notice

Client acknowledges receipt of the Privacy Policy and Form ADV Part 2A & 2B of PFS 360. If Form ADV Part 2A & 2B was not delivered to the Client at least 48 hours prior to the Client entering into

any written advisory contract with PFS 360, then the Client has the right to terminate the contract without penalty within five (5) 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, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

_____	_____	_____	_____
Client Initials	Date	Client Initials	Date

Client chooses to have all required documents delivered via electronic communication, including, but not limited to, the documents listed above. Please send my documents to my secure online portal or email address:

Email Address	Email Address

Email Address Certification. You certify that the email address provided ("Client Email") is a functioning email address owned and maintained by you or your agent on your behalf, and that all electronic communications of reports sent to the Email Address shall be accessible by you. You agree to notify us in writing, of any change in the Email Address.

PFS 360 reserves the right to email additional forms and/or documents to the email indicated above. My signature below authorizes PFS 360 to send any forms or documents that they feel are necessary to my email address.

(Q) Entire Agreement and Amendment

This Agreement (including the Schedules listed below) contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior written agreements and understandings with respect hereto. This Agreement may only be amended or modified, and the terms hereof may only be waived, in writing, signed by all parties hereto or in the case of a waiver, by the party entitled to the benefit of the terms being waived.

Schedule A	Client's Individual Account Level Suitability
Schedule B	Identification of Authorized Persons
Schedule C	Identification of Custodian
Schedule D	Schedule of Fees

SCHEDULE A **Client's Individual Account Level Suitability**

Complete the information below for each different registration type.

Account 1
Owner of account: _____
Type of account: _____
Risk tolerance: _____
Investment objective: _____
Investment horizon: _____
Restrictions: _____
Source of funds: _____
Liquidity needs: _____

Account 2
Owner of account: _____
Type of account: _____
Risk tolerance: _____
Investment objective: _____
Investment horizon: _____
Restrictions: _____
Source of funds: _____
Liquidity needs: _____

Account 3
Owner of account: _____
Type of account: _____
Risk tolerance: _____
Investment objective: _____
Investment horizon: _____
Restrictions: _____
Source of funds: _____
Liquidity needs: _____

Account 4
Owner of account: _____
Type of account: _____
Risk tolerance: _____
Investment objective: _____
Investment horizon: _____
Restrictions: _____
Source of funds: _____
Liquidity needs: _____

Account 5
Owner of account: _____
Type of account: _____
Risk tolerance: _____
Investment objective: _____
Investment horizon: _____
Restrictions: _____
Source of funds: _____
Liquidity needs: _____

Account 6
Owner of account: _____
Type of account: _____
Risk tolerance: _____
Investment objective: _____
Investment horizon: _____
Restrictions: _____
Source of funds: _____
Liquidity needs: _____

Attach additional sheets as necessary.

SCHEDULE B **Identification of Additional Authorized Persons**

The following persons are authorized to receive information with respect to the Account. Client will provide PFS 360 with prior written notice of any changes to authorized persons.

Name(s): _____

SCHEDULE C **Identification of Custodian**

Custodian: _____

SCHEDULE D Schedule of Fees

Managed by PFS 360:

PFS 360 offers discretionary direct asset management services to advisory Clients. PFS 360 charges an annual investment advisory fee based on the total assets under management as follows:

Assets Under Management	Annual Fee	Negotiated Fee
First $500,000	1.25%	
Next $250,000	1.10%	
Next $250,000	0.80%	
Next $1,000,000	0.50%	
Over $2,000,000+	0.30%	

This is a tiered/blended fee schedule, the asset management fee is calculated by applying different rates to different portions of the portfolio. PFS 360 may group certain related Client accounts for the purposes of achieving the minimum account size and determining the annualized fee.

For example (based on annual calculation):

Client with $750,000 under management would pay $9,000 on an annual basis.

AUM	Annual Fee	Total
First $500,000	x 1.25% =	$6,250
Next $250,000	x 1.10% =	$2,750
Annual Total		$9,000

The annual fee is negotiable. Fees are billed monthly in arrears based on the amount of assets managed as of the close of business on the last business day of the previous month. Lower fees for comparable services may be available from other sources. Clients may terminate their account within five (5) business days of signing the Investment Advisory Agreement with no obligation and without penalty. After five (5) business days, the Client may cancel by providing written notice to PFS 360 and PFS 360 may terminate advisory services with thirty (30) days written notice to the Client. For accounts opened or closed mid-billing period, fees will be prorated based on the days services are provided during the given period. All unpaid earned fees will be due to PFS 360. Client shall be given thirty (30) days prior written notice of any increase in fees. Any increase in fees will be acknowledged in writing by both parties before any increase in said fees occurs.

☐ *Sub-Advisor Services*

PFS 360 may also utilize the services of a Sub-Advisor to manage Clients' investment portfolios. PFS 360 will enter into Sub-Advisor agreements with other registered investment advisor firms. When using Sub-Advisors, the Client may pay an additional fee of no more than 0.15% per year dependent upon the sub-advisor being utilized.

IN WITNESS WHEREOF, the parties hereto have executed and agreed to this Agreement as of the date below,

Proactive Financial Solutions 360, LLC

By: _____ Date: _____
Advisor Signature

_____
Advisor Printed Name

CLIENT DATA

Name: _____

Address: _____

_____

_____ Date: _____
Client Signature

_____ Date: _____
Client Signature

Proactive Financial Solutions 360, LLC
PRIVACY POLICY NOTICE

Proactive Financial Solutions 360, LLC ("PFS 360") committed to adhering to the requirements and expectations regarding the privacy of personal information.

Privacy regulations are founded upon three definitions:	
Consumer	A person who has not entered into an investment advisory relationship but has disclosed nonpublic personal information to our firm.
Client	A person who has entered into an investment advisory relationship with the firm or that individual's designated representative.
Confidential Information	Personally identifiable private information, not available from public sources, about a client or consumer. It generally includes name, address, age, social security number, assets, income, net-worth, account balances, account numbers, beneficiary information, or investment history.

Information We Collect:

In connection with providing financial advice, or other advisory services, we obtain non-public personal information about you, including:

- Information we receive from you on account applications, such as your address, date of birth, Social Security Number, occupation, financial goals, assets and income;
- Information about your transactions with us, our affiliates, or others;

Information We Disclose:

We may only disclose information that we collect in accordance with this policy. PFS 360 does not sell customer lists and will not sell your name to telemarketers.

Parties to Whom We Disclose:

We will not disclose information regarding you or your account at PFS 360, except under the following circumstances:

- To entities that perform services for us or function on our behalf, including financial service providers, such as a custodial broker-dealer, investment company, or insurance company, other investment advisers;
- To third parties who perform services or marketing, client resource management or other parties to help manage your account on our behalf;
- To your attorney, trustee or anyone else who represents you in a fiduciary capacity;
- To our attorneys, accountants or auditors; and
- To government entities or other third parties in response to subpoenas or other legal process as required by law;
- To comply with regulatory inquiries.

How We Use Information:

Information may be used among companies that perform support services for us, such as data processors, client relationship management technology, technical systems consultants and programmers, or companies that help us market products and services to you, such as:

- To complete transactions or account changes, as directed by the client;
- To protect your accounts/non-public information from unauthorized access or identity theft;
- To establish or maintain an account with an unaffiliated third party, such as a custodial broker-dealer providing services to you and/or PFS 360;
- To maintain or service your accounts;
- To comply with Federal and/or State Regulatory requirements;
- To keep you informed about financial services of interest to you.

Security Policy:

We restrict access to nonpublic personal information about you to individuals who need to know that information to provide products or services to you and to perform their respective duties. We maintain physical, electronic, and procedural security measures to safeguard confidential client information. Internal policies and procedures are in place to address cyber security. A copy of this policy is available upon request.

Regulation S-AM:

A registered investment adviser is prohibited from using eligibility information that it receives from an affiliate to make a marketing solicitation unless: (1) the potential marketing use of that information has been clearly, conspicuously and concisely disclosed to the consumer; (2) the consumer has been provided a reasonable opportunity and a simple method to opt out of receiving the marketing solicitations; and (3) the consumer has not opted out. PFS 360 does not receive information regarding marketing eligibility from affiliates to make solicitations.

Opt-In Policy:

Non-public personal confidential information is any personal information, not available from public sources, about a client or consumer. It generally includes name, address, age, social security number, assets, income, net-worth, account balances, account numbers, beneficiary information, or investment history that cannot be found in public sources. Publicly available information would be details available from federal, state, or local government records; widely distributed media (such as telephone directories or newspapers); or information disclosed to the public as required by federal, state, or local law. Under Gramm-Leach-Bliley Act, each investment adviser must give its customers the firm's privacy policies. Therefore, our firm would like you to know that PFS 360 may disclose clients' non-public confidential information to non-affiliated third parties. Our firm will cease disclosing client's information upon that client's termination from our firm. Our firm cannot share confidential information to non-affiliated third parties without first obtaining a signed statement in which the person makes an affirmative declaration of permission to disclose such information.

_____(Client Initial Here)
_____(Client Initial Here)

I hereby **opt-in** to allow PFS 360 to disclose my non-public confidential information to non-affiliated third parties.

Exceptions to Opt-In:

The opt-in requirement also **does not** apply to disclosure of confidential information in the following circumstances:

- For resolving consumer or customer disputes or inquiries;
- To persons holding a legal or beneficial interest relating to the consumer or customer;
- To persons acting in a fiduciary or representative capacity on behalf of a consumer or customer;
- To provide information to agencies assessing your firm's compliance with industry standards, and to your attorneys, accountants, and auditors;
- In connection with the sale or merger of our firm;
- To respond to a regulator's examination;
- To comply with a civil, criminal, or regulatory investigation by federal, state, or local authorities.

Closed or Inactive Accounts:

If you decide to close your account(s) or become an inactive customer, our Privacy Policy will continue to apply to you.

Changes to This Privacy Policy:

If we make any substantial changes in the way we use or disseminate confidential information, we will notify you. If you have any questions concerning this Privacy Policy, please contact us at: Proactive Financial Solutions 360, LLC, 500 E. Washington St, #23 North Attleboro, MA 02760; (508)316-9360.

Complaint Notification:

Please direct complaints to: Proactive Financial Solutions 360, LLC, 500 E. Washington St, #23 North Attleboro, MA 02760; (508)316-9360.

Client Signature: **Date:**

Client Signature: **Date:**