

Client Service Agreement

Please review this Agreement carefully as it sets forth the understanding between you ("Client") _____ located at _____ and Yavapai Financial Planning, LLC ("YFP") located at 1456 West Gurley Street, Prescott, AZ, regarding the services YFP will provide you.

- **Initial Services.** YFP will provide consultations addressing the specific issue or issues you request as indicated below. YFP will provide you with detailed financial analysis and recommendations to guide you toward the achievement of your objectives. You understand that information regarding specific issues not revealed to or analyzed by YFP may have a direct impact on the suitability or accuracy of specific recommendations given.
- **Specific Services Requested.** Please check below to indicate the specific services you are requesting from YFP:

___ **COMPREHENSIVE FINANCIAL PLAN**

___ **DEFINED PROJECT WORK**

- ___ Cash Flow Analysis
___ Debt Management
___ Investment Analysis/Portfolio Recommendations
___ Life Insurance Review
___ College Funding Options
___ Estate Planning Review
___ Retirement Calculations/Review
___ Other _____
___ Other _____

___ **RETAINER SERVICES**

- ___ Quarterly Portfolio Review/Rebalancing
___ Semi-Annual Portfolio Review/Rebalancing
___ Annual Portfolio Review/Rebalancing
___ Other _____

___ **IMPLEMENTATION SERVICES**

- ___ Custodial Account Set up/Transfers
- ___ Coordination with CPA, Attorney, Insurance Agent, Other Advisors
- ___ Other _____

• **Compensation.**

Advisor’s advisory fee for the services set forth herein shall be:

- ___ Fixed Fee: \$_____
- ___ Hourly fee of \$_____ for project services and \$_____ for implementation services

This **fee quote** is valid for 90 days from this date of _____.

Advisor’s fees shall be payable as follows:

- ___ Fees payable one-half (1/2) upon execution of the advisory agreement and the balance due at the time of the plan. Plan to be delivered within _____ of signing.
- ___ Fees due in full upon completion of services.
- ___ Annual retainer fee requiring one-half (1/2) of the fee due upon execution of this agreement, provided client will not pay more than \$500 six or more months in advance. The balance of the fee will be paid as follows_____.

- **Future Services.** In addition to the specific services requested pursuant to this Agreement, YFP may provide you with financial advisory services in the future upon specific request from you. The scope of such services will be determined at the time such services are requested. Such additional services will be subject to the provisions of this Agreement, including the provisions relating to payment of fees and the limitations on YFP’s duties and liabilities.

- **Client Representations.** You represent to YFP the following and understand and agree that YFP is relying on these representations as an inducement to enter into this Agreement:

- You agree that you will provide YFP with the necessary information to provide the agreed upon services.

- You understand that the responsibility for financial decisions is yours and that you are under no obligation to follow, either wholly or in part, any recommendation or suggestion provided by YFP.
- You understand that YFP obtains information from a wide variety of publicly available sources and cannot guarantee the accuracy of the information or success of the advice which it may provide. The information and recommendations developed by YFP are based on the professional judgment of YFP and the information you provide to YFP.
- Unless you have contracted for ongoing Retainer Services above, you understand and agree that due to the limited nature of this engagement, YFP is under no obligation to contact you to recommend changes to your financial plan or any of the recommendations and advice provided under this Agreement in the future.
- You understand that all investments involve risks and that some investment decisions will result in losses. You understand that YFP cannot guarantee that your investment objectives will be achieved.
- You understand and agree that YFP will not be liable for any loss incurred as a result of the services provided to you by YFP. Nothing in this Agreement shall in any way limit or waive any rights you may have under federal or state securities laws.
- You understand and agree that YFP performs services for other clients and may make recommendations to those clients that differ from the recommendations made to you. You agree that YFP does not have any obligation to recommend for purchase or sale any security or other asset it may recommend to any other client.
- You understand that YFP does not provide legal advice and does not prepare any legal documents for the implementation of any recommendations provided in the financial plan.

- **Confidentiality of Information.** YFP will regard any information provided by you as confidential and all recommendations and/or advice provided by YFP shall be confidential, with disclosure only upon such terms and to such parties as designated by the parties as required by law.

- **Termination.** Either party may terminate this Agreement at any time with written notice to the other. If this Agreement is terminated all fees due at time of termination will be due and payable by you immediately. YFP will refund any unearned, prepaid fees within thirty days of written request from the Client. Should the Client wish to terminate this Agreement within 5 business days after signing, no penalty will be assessed and all fees will be refunded promptly.

- **Implementation of Recommendations.** Implementation services are contracted for separately. YFP may help Client complete the necessary paperwork to open accounts; draft letters for Client signature; or letters of instruction for Client follow-through to implement buys, sells or exchanges of investments. Under arrangement with certain custodians, and with Client consent, YFP may execute trades on your behalf. YFP will not have power of attorney for any Client account.
- **Multiple Clients.** In the event Client is more than one individual, YFP is authorized to accept the direction of either party and such direction will be binding on all parties.
- **Registration.** YFP is registered as an investment adviser with the State of Arizona. In addition, YFP may register or meet exemptions to registration in other states where it conducts business. Any reference to the Investment Advisers Act of 1940 is not meant to imply registration with the Securities and Exchange Commission.
- **Assignment.** YFP will not assign the Agreement to any other party without your written consent.
- **Disputes.** This agreement contains a provision, which requires that all claims arising between the parties in respect to this Agreement shall be resolved through arbitration. Client is aware that:
 - Arbitration is final and binding on the parties.
 - 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.
 - The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
 - Arbitration is not intended to waive any right of action the client may have against YFP nor is it intended to waive any legal rights the client may have against YFP.
 - Unless unenforceable due to applicable federal or state law, any controversy arising out of or related to any transaction with YFP or its officers, directors, agents, or employees, or to this agreement or the breach thereof, shall be settled by arbitration in accordance with the rules then in effect of the American Arbitration Association. Judgment upon any award rendered by the arbitrators may be entered in any court

having jurisdiction thereof. This agreement to arbitrate does not apply to future disputes arising under certain of the federal securities laws including the Investment Advisers Act of 1940, as amended, to the extent that it has been determined, as a matter of law, that claims under such federal laws are not subject to compulsory arbitration. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein. Any arbitration between the parties hereto shall be governed by the laws of the state of Massachusetts.

- **Other Services.** The Client acknowledges that YFP does not and will not practice law in providing advice to Client to or in preparing the plan. The Client understands that none of the fees paid under this contract relate to legal services and that it is the responsibility of the Client to obtain legal advice if necessary.
- **Governing Law.** This Agreement shall be governed by the laws of the State of Arizona.

Client hereby acknowledges receipt of Yavapai Financial Planning’s Form ADV.

Accepted this _____ day of _____, 20____

Client: _____ Client: _____

Signature on behalf of Yavapai Financial Planning, LLC: _____