



Client Agreement for Hourly Financial Planning and Investment Advisory Services

Please read this Agreement carefully. It sets forth the terms, conditions and understanding between you (henceforth identified as “Client”) _____ and Castling Financial Planning, Ltd. (henceforth identified as “*CastlingFP*”), with regard to the services *CastlingFP* will provide you. No other client agreements are in effect once this document has been signed by both parties, unless mandated by law. If you have any questions about the content of this Agreement, please discuss them before signing this Agreement.

1. **Initial Services.** *CastlingFP* will provide analysis and consultations addressing the specific personal financial planning area(s) Client has indicated below. *CastlingFP* will provide Client with a detailed analysis and recommendations to help Client toward achieving Client's stated objectives. *CastlingFP* will limit its scope to the specific areas indicated below. Client understands that information not revealed to or analyzed by *CastlingFP* may have a substantial impact on the appropriateness and/or accuracy of any recommendations given.
2. **Specific Personal Financial Planning Services Requested.** Client will initial below to indicate the specific services requested from *CastlingFP*:

- ___ Quantifying one or more Financial Goals
- ___ Calculation of Required Rate of Return: (R^3)™ for one or more Financial Goals
- ___ Cash Flow analysis
- ___ Budgeting
- ___ Net Worth Statement creation
- ___ Calculation of “What Have You Got to Show for it?”™ Ratio
- ___ Consumer Debt analysis
- ___ Mortgage Debt and Repayment analysis
- ___ Rent versus Buy analysis

Initials: Client: ___ *CastlingFP*: ___

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- Automobile Purchase/Lease decision and Funding analysis
- Major Project or Home Improvement Funding analysis
- Asset Allocation recommendations for one or more Financial Goals
- Investment Policy Statement (IPS) creation
- Individual investment type, mutual fund or ETF analysis and recommendation(s)
- Estate planning "Plain English" objectives defined in preparation for attorney review
- Estate plan and beneficiary review
- Retirement income needs analysis
- Analysis of Retirement Plan Rollover options versus staying with existing plan
- Analysis of Roth IRA conversion feasibility with recommendations
- Insurance review
- Income tax planning
- College funding or other education needs review
- FSO™**: Financial Second Opinion on existing or proposed plan or recommendation
- Assistance with Implementing financial planning recommendations
- Periodic review of Client financial status: Frequency (i.e. quarterly): _____
- Other services not mentioned above: _____

3. **Future Services Requested.** In addition to the specific services requested pursuant to this Agreement, **CastlingFP** may from time to time, provide Client with financial planning services in the future, upon specific request from Client. The scope of these services will be determined at the time such services are rendered. Such services will be subject to the provisions of this Agreement, including the provisions relating to payment of fees and the limitations on **CastlingFP's** duties and liabilities.
4. **Fees.** **CastlingFP's** fees for all financial planning services will be based on the amount of time expended on behalf of Client and on the applicable billing rate. Client may elect to be billed on a strict per hour basis, with a current billing rate of \$75 per hour. Alternatively, Client may elect to pay a fixed fee for a block of billable hours. The current charge for a block of twenty (20) billable hours is \$995. This block of time can be used for any of the above financial planning services within twelve months from the date of this Agreement. Client acknowledges that a fixed fee may be in Client's best interests if engagement requires approximately twenty hours or more of billable time. Any billable time required in excess of the twenty hour block will be billed at the standard \$75 per hour rate. **CastlingFP** will provide Client with an estimate for all specified services. **CastlingFP** will stand behind its estimates. Any additional time required to complete currently specified (not future) agreed upon services, in excess of the estimate range provided to Client, will not be billed to Client. Client will initial below indicating the specific fee arrangement desired.

Per billable hour @ \$75

Fixed \$ 995 fee for a twenty billable hour block to be used within twelve months

Estimated Billable Hour Range for Services: _____ to _____

Applicable Hourly Billing Rate: X _____

Estimated Fee Range for Services: _____ to _____

Estimated Time Frame for Delivery of Services: _____ to _____

5. **Optional Charitable Donation.** If Client chooses to purchase a twenty billable hour block, **CastlingFP** agrees to donate \$100 of its total fee, upon collection of final balance from Client, to any IRS qualified charity of Client's choosing. This donation will be made within thirty days of receipt of final payment from Client.

Name and Address of IRS Qualified Charity: _____

6. **Payment of Fees.** Client agrees to submit at least \$50 upon signing this Agreement, but not more than \$500. Thereafter, payment is due as services are rendered, unless another arrangement is agreed to in writing by both parties, after signing this Agreement.
7. **Client Representations.** Client represents to **CastlingFP** the following and understands and agrees that **CastlingFP** is relying on these representations as an inducement to enter into this Agreement:
- Client agrees that Client will provide the necessary information to **CastlingFP** in order to provide the agreed upon services.
 - Client understands that the responsibility for financial decisions is Client's and that Client is under no obligation to follow, in whole or in part, any recommendation or suggestion provided by **CastlingFP**.
 - Client understands that **CastlingFP** 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 **CastlingFP** are based on the professional judgment of **CastlingFP** and the information Client provides **CastlingFP**. Client agrees that **CastlingFP** will not be liable for errors of fact or judgment as long as it acts in good faith; provided, however, that securities laws impose liabilities under certain circumstances on persons who act in good faith, and nothing in this Agreement shall in any way limit or waive any rights Client may have under federal or state securities laws.
 - Client understands and agrees that due to the limited nature of this engagement, **CastlingFP** is under no obligation to contact Client to recommend changes to Client's financial plan or any of the recommendations and advice provided under this Agreement, in the future.
 - Client understands that all investments involve risk and that some investment decisions can result in losses. Client understands that **CastlingFP** can not guarantee that your investment objectives will be achieved.
 - Client understands and agrees that, except as otherwise provided herein, **CastlingFP** will not be liable for any loss incurred as a result of the services provided to Client by **CastlingFP**.
 - Client understands and agrees that **CastlingFP** performs services for other clients and

may make recommendations to those clients that differ from the recommendations made to Client. Client agrees that **CastlingFP** does not have any obligation to recommend for purchase or sale any security or other asset it may recommend to any other client.

8. **Confidentiality of Information.** **CastlingFP** will regard any information provided by Client as confidential.

- Client may indicate by initialing below, whether Client will allow **CastlingFP** to identify Client as a client of **CastlingFP**: _____
 - Client may indicate by initialing below, whether Client will allow **CastlingFP** to discuss any advice or recommendations made to Client, with another financial, legal or tax professional identified by Client below: _____
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9. **Termination.** This Agreement may be terminated at any time upon written notice to either **CastlingFP** or Client. If this Agreement is terminated by either party, all fees due at the time of termination will be due and payable by Client immediately. **CastlingFP** will immediately refund any unearned, prepaid fees.

10. **Implementation of Investments.** Only at Client's direction, **CastlingFP** will assist with the implementation of investment and other recommendations. **CastlingFP** will not initiate a transaction in any investment account, but may assist Client in this regard.

11. **Multiple Clients.** In the event Client is more than one individual, **CastlingFP** is authorized to accept the direction of either party and such direction will be binding on all parties.

12. **Fiduciary Standard of Care.** **CastlingFP** upholds a fiduciary standard of care, without exception, in all engagements with advisory or financial planning clients. Client understands that a fiduciary standard of care puts the interests of Client first.

13. **Sales of Financial Products.** Client understands that **CastlingFP** does not sell any financial products, nor is affiliated with any product seller.

14. **Commissions and Third Party Fees.** Client understands that **CastlingFP** will not receive commissions on transactions that may result from the implementation of **CastlingFP**'s advice or recommendations, nor payments of any kind from third parties. Furthermore, Client understands that **CastlingFP** does not believe that sales-load based financial products are in Client's best interests, including mutual funds which may levy 12b-1 fees. However, Client understands that **CastlingFP** may recommend no-load mutual funds, each of which will, nonetheless, charge its own management fee.

15. **Asset Management Fees.** **CastlingFP** will not charge asset based fees of any kind and will not impose any minimum threshold amount for assets in any client account. Client understands that **CastlingFP** does not believe that asset based fees for financial planning services are in Client's best interests.

16. **Custody of Client Assets.** Client understands that **CastlingFP** does not maintain or seek to

gain custody of any Client assets.

17. **Discretion over Client Accounts.** Client understands that *CastlingFP* does not maintain or seek to gain discretion over any Client accounts.
18. **Financial Services Industry Affiliations.** *CastlingFP* maintains a strict code of conduct, which precludes initiating or maintaining any affiliations with financial services entities, such as broker/dealers, banks, insurance companies and mutual fund companies. Client understands that such affiliations create conflicts of interest, which have been avoided by *CastlingFP*.
19. **Legal and Tax Advice.** Client understands that *CastlingFP* is not in the business of and does not provide legal or tax advice. However, *CastlingFP* can and does make reference to specific IRS Publications for reference purposes as well as provide projections for financial planning purposes. Client understands that none of this information is provided as, or a substitute for, legal or tax advice. Client is encouraged to engage Client's own legal and tax professionals as may be appropriate.
20. **Assignment.** *CastlingFP* will not assign this Agreement to any other party without Client's written consent.
21. **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois.
22. **Severability.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
23. **RIA / Form ADV Part II Brochure.** As of the date this Agreement is signed by both parties, *CastlingFP* operates as a Registered Investment Adviser within the State of Illinois. *CastlingFP* will provide Client with Form ADV Part II and an opportunity to review this brochure, prior to Client signing this Agreement.

ACCEPTED this ____ day of _____, ____

Client _____

Client _____

Address: _____

Signature on behalf of Castling Financial Planning, Ltd.

Initials: Client: ____ *CastlingFP*: ____

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