

## Financial Freedom Planners, LLC Client Services Engagement Agreement

Please review this Client Services Engagement Agreement (“Agreement”) carefully as it sets forth the understanding between you (“Client”) and Financial Freedom Planners, LLC (“Firm”) regarding the services the Firm will provide you. If you have any questions about the content of this Agreement you should discuss them with us or your legal counsel before you sign this Agreement.

**1. Initial Services.** The Firm will provide consultations addressing the specific issue or issues you request as indicated below. The Firm will provide you with an analysis and recommendations to guide you toward the achievement of your objectives. The Firm may limit its analysis to those areas indicated. The Client understands that information regarding specific issues not revealed to or analyzed by Firm may have a direct impact on the suitability or accuracy of specific recommendations given. The Firm’s recommendations and services conclude upon the delivery of the Firm’s advice or plan, however, the Client is encouraged to re-engage the Firm in the future. The Firm will not be obligated under this Agreement to monitor Client accounts or otherwise provide future services.

**2. Specific Services Requested:**

### Financial Planning/Investment Consultation/Workshop Services

Cash Flow/Debt Management	Risk Management Insurance Review
Employee Benefits	Retirement Planning
Tax Planning Strategies	College Financing
Estate Planning	Investment Analysis and Recommendation
Comprehensive Financial Plan	Annual Review
Educational Workshop	Semi-annual Review
401 (k) Review & Asset Allocation	Quarterly Review
Cash Flow Analysis	Other:
Other:	Other:

**3. Estimated Fee Range** for Services: \_\_\_\_\_.

**4. The fee quoted in the Addendum is valid for 30 days from this date of** \_\_\_\_\_.

**5. Fees.** The Firm’s fees for advisory services, including future services, will be based primarily on the amount of time expended on your behalf and on the billing rate for each consultant devoting time to this matter. The Firm believes its fees are reasonable in light of the type of services to be provided and given the Firm and assigned representative’s experience and expertise; however, lower fees for comparable services may potentially be available from other sources.

       **Hourly Fees** –Fees for advisory services, including future services, will be based primarily on the amount of time expended on your behalf and on the billing rate for each consultant devoting time to

this matter. The billing rate for Lead Planners is currently \$240 per hour, billed in one-minute increments, and a partial increment will be treated as a whole.

**6. Payment of Fees.** The client agrees to submit the lesser of \$500 or one-half of the *Total* Analysis fee stated in paragraph 3, above, upon signing of this Agreement. You agree to pay the balance of actual fees for initial services provided, which will be due and payable to the Firm immediately upon presentation of recommendations to you. The Firm will invoice you for the amount of fees for any future services performed. Payment of such invoices shall be made within twenty (20) days of receipt.

**A. Negotiable Fee.** Fees for the noted services are negotiable and at the discretion of the Firm.

**B. Billing Cycle.** Fees are due upon delivery of the Client plan, investment advice or in advance of the first workshop session. Fees may be paid by check or bank draft. The Firm does not accept cash, money orders, or similar forms of payment for engagements.

**C. Retainer Relationship.** The first period (monthly or quarterly) is due within 10 days of the signing of this agreement, with future periods due by the 10th of the month of the following period (monthly or quarterly). If this agreement is signed after the 20th of a given month, the first period will be due by the 10th of the following month.

**7. Service Provider Fees.** The applicable fees referenced in the current Addendum include all fees and charges for the services of the Firm. Any transactional or custodial fees assessed by the selected service providers and/or individual retirement account or qualified retirement plan account termination fees are borne by the Client and are as provided in the current, separate fee schedule of the selected service provider. Fees paid to the Firm for its services are separate from any charges the Client may pay for mutual funds, exchange-traded funds or other investments of this type. The Firm does not receive "trailer" or SEC Rule 12b-1 fees from any investment company. Fees charged by these issuers are detailed in prospectuses or product descriptions and Clients are encouraged to read these documents before investing.

**8. Commissions.** The Client understands the Firm will not receive commissions on transactions that may result from the implementation of the Client's financial plan. Specific product recommendations made by Firm will usually be "no-load" (i.e., no commission) products, if available. In some cases, such as actively-managed mutual funds or insurance, there may not be an adequate selection of no-load products available for recommendation. The Firm and its associates do not receive commission payments involving any investment or insurance recommendation.

**9. Termination of Services.** Either party may terminate the Agreement at any time, which will typically be in writing. Should the Client verbally notify the Firm of the termination and, if in two business days following this notification the Firm has not received notice in writing, the Firm may make written notice of such termination in its records and will send its own termination notice to the Client as a substitute. If the Firm's ADV Part 2 was not delivered at least 48 hours prior to entering into the investment advisory contract, then the Client has the right to terminate the engagement

without penalty within five business days after entering into the agreement. Should the Client terminate the engagement after this period, he/she/it will be assessed fees on a prorated basis for services incurred from either (a) as a new Client, the date of the engagement to the date of the Firm's receipt of written notice of termination, or (b) all other accounts, the last billing period to the date of the Firm's receipt of written notice of termination.

In the case of any prepaid fees, the Firm will promptly return any unearned amount upon receipt of a written termination notice and not beyond 30 days of receipt of notice. However, should an educational workshop attendee cancel 48 hours or more in advance of the scheduled event, the prepaid fee will either be refunded or applied to the attendance of a future presentation. Any workshop event terminations within 48 hours of the first session will not be refunded.

- 10. Conflict of Interests.** Firm will provide disclosure throughout the term of the engagement regarding any conflicts of interest which could be reasonably expected to impair the rendering of unbiased and objective advice. The Client is hereby informed that the Firm provides both financial planning and investment consultation services in which the Client may pay the Firm a fee. Due to the Firm's ability to offer two or more of these services to the Client and receive a fee for each service, a potential conflict of interest may exist. Therefore, the Client is under no obligation to act upon the Firm's recommendations. If the Client elects to do so, the Client is under no obligation to complete all of these services through the Firm.
- 11. Client Representations.** The Client represents to the Firm the following and understands and agrees that the Firm is relying on these representations as an inducement to enter into this Agreement:
- A. The Client certifies that he/she/it is legally empowered to enter into or perform this agreement.
  - B. If this agreement is established by a corporation, the undersigned certifies that the agreement has been duly authorized, executed and delivered on behalf of such corporation and that the agreement is a validly certified copy of a resolution of the Board of Directors of the corporation to that effect and authorizing the appropriate officers of the corporation to act on its behalf in connection with this agreement.
  - C. Client agrees that he/she/it will provide the Firm with the necessary information to provide the agreed upon services.
  - D. Client agrees and acknowledges that the responsibility for financial decisions is theirs and that he/she/it is under no obligation to follow, either wholly or in part, any recommendation or suggestion provided by the Firm.
  - E. Client understands and agrees that the Firm performs services for other clients and may make recommendations to those clients that differ from the recommendations made to the Client. The Client agrees the Firm does not have any obligation to recommend for purchase or sale any security or other asset it may recommend to any other client.
  - F. The Client agrees the Firm 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 the Firm is based on the professional judgment of the Firm and the information the Client provides to the Firm.

- G. The Client acknowledges and agrees that the Firm shall not be obligated to provide any services under this Agreement with or for the Client if, in the Firm's reasonable judgment, this would (i) violate any applicable federal or state law or any applicable rule or regulation of any regulatory agency, or (ii) be inconsistent with any internal policy maintained by the Firm from time-to-time relating to business conduct with its Clients.
- H. Client acknowledges all investments involve risks and that some investment decisions will result in losses, including the potential for the loss of their principal that has been invested. The Client understands that the Firm cannot guarantee their investment objectives will be achieved.
- I. If accounts under review contain only a portion of the Client's total assets, the Firm shall not be responsible for any of the Client's assets not set forth in this Agreement or the proper diversification of all of Client's assets.
- J. The Client understands and agrees that the Firm will not be liable for any loss incurred as a result of the services provided to the Client by Firm. *Nothing in this Agreement shall in any way limit or waive any rights you may have under federal or state securities laws.*

**12. Confidentiality of Information.** The Firm will regard any information provided by the Client as confidential and all recommendations and/or advice provided by the Firm shall be confidential, with disclosure only upon such terms and to such parties as designated by the parties as required by law. Further, by executing this Agreement the Client acknowledges he/she/it has received the Firm's Privacy Policy statement that has been incorporated into the Firm's Form ADV Part 2 or similar disclosure document.

**13. Multiple Clients.** In the event the Client is more than one individual, the Firm is authorized to accept the direction of either party and such direction will be binding on all parties. This authority does not extend to individual accounts (i.e., individual retirement accounts, etc.) unless the Firm receives the accountholder's prior written approval.

**14. Electronic Document Delivery. Whenever practical,** documents and information will be electronically delivered to the Client. Such documents and information include, but are not limited to, service agreements, account information, forms, revised firm disclosures, and various types of general Client communications. Delivery mechanisms may include electronic mail (e-mail), firm web site, and secure data transmission services. The sending of the electronic messages and/or information constitutes delivery of the information, regardless of whether the Client chooses to read it. The Client may opt-out of or revoke this consent to electronic delivery at any time by providing written notice to Firm at its main office. However, since the Firm has priced its services based on the considerable savings of electronic delivery, the Firm reserves the right to charge an administrative fee and postage if paper documents are required. The Client agrees to keep a current, functional e-mail address and will update information with the Firm immediately if an e-mail address or any other contact information changes.

- 15. Registration.** The Firm is an investment advisor registered with the Commonwealth of Virginia. In addition, the Firm may register or meet exemptions to registration in other jurisdictions it conducts investment advisory business. Any reference to the Investment Advisers Act of 1940 in any Client document is not meant to imply registration with the United States Securities and Exchange Commission (SEC).
- 16. Assignment.** The Firm will not assign the Agreement to any other party without the Client's written consent.
- 17. Death or Disability.** If the Client is a natural person, the death, disability or incompetency of the Client will not terminate or change the terms of this Agreement. However, the Client's executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to the Firm.
- 18. Disputes.** If a dispute arises out of this Agreement and cannot be settled through direct negotiation between the Firm and the Client, it shall then be resolved by first entering into Mediation, and if the Mediation is unsuccessful, then, to the extent not inconsistent with applicable law, by voluntary Arbitration via the American Arbitration Association. Mediation shall end as soon as (i) the dispute is resolved; (ii) the mediator informs the parties that Mediation is unlikely to be successful; or (iii) any party elects, after three days of good faith Mediation effort, to end Mediation.
- An agreement to arbitrate does not apply to future disputes arising under certain federal or state 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. You understand that this agreement to arbitrate does not constitute a waiver of your rights to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.
- Any arbitration between the parties hereto shall be governed by the laws of the Commonwealth of Virginia. Each party shall be responsible for the cost of its own legal representation at any Mediation or Arbitration proceeding.
- 19. Liability.** Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this agreement will waive or limit any rights that you may have under those laws.
- 20. Other Services.** The Client acknowledges that the Firm does not and will not practice law or accounting when providing advice to the Client or in the preparation of a financial plan. The Client understands that none of the fees paid under this contract relate to accounting or legal services and that it is the responsibility of the Client to obtain accounting or legal advice if necessary.
- 21. Captions and Headings.** The captions and headings of the paragraphs in this Agreement are only for convenience and shall not be used in construing or interpreting this Agreement.
- 22. Severability.** Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or

File Name: \_\_\_\_\_

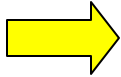
unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

**23. Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Virginia.

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**Client Services Engagement Agreement - Signature Page**

*The Client hereby acknowledges receipt of Part 2 of Form ADV that includes the Firm's Privacy Policy. If the appropriate disclosure statement was not delivered to the Client at least 48 hours prior to the client entering into any written advisory contract with this investment advisor, 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 any other provisions of this contract notwithstanding.*



Client (1) Signature	Client (2) Signature	Date
Print Client (1) Name	Print Client (2) Name	
Title	Title	
E-Mail Address		

To Client:

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

To Firm: Financial Freedom Planners, LLC  
 3741 Westerre Parkway, Suite C  
 Richmond, VA 23233

By: \_\_\_\_\_ Date \_\_\_\_\_

Charles R. Roberts, Chief Executive Officer

## **Financial Freedom Planners, LLC Privacy Policy**

### **WHAT IS OUR COMMITMENT TO YOU?**

Financial Freedom Planners, LLC is committed to maintaining the trust and confidence of our clients. We want you to understand that we protect your privacy when we collect and use information about you, and the measures we take to safeguard that information. Keeping client information secure and private is a priority for us.

The following describes our Privacy Policy. Please take a moment to review it and feel free to contact us with any questions. Thank you for the trust you have placed in us. We look forward to working very hard to continue to earn your trust.

### **PRIVACY NOTICE**

As required by the Securities and Exchange Commission and the Federal Trade Commission, the Privacy Policy below explains our handling of the information that we have in our records that is personal and private to you. It reiterates our commitment to keeping that information private.

#### **Information We Collect**

In the course of doing business with you, we collect nonpublic information about you from the following sources:

- Information we receive from you on application or other forms, such as your social security number, personal financial information, occupation, and birth date;
- Information we receive during our data gathering and questionnaire processes;
- Information supplied to us from accountants, attorneys, and other advisors;
- Information about your transactions with us, our affiliates, or others such as payment history, account balance, assets, and past transactions; and
- Information we collect from you through your account inquiries by mail, e-mail, or telephone.

#### **Disclosure of Information to Nonaffiliated Third Parties**

We do not disclose any nonpublic personal information about our clients or former clients to any nonaffiliated third parties, except with prior consent or as permitted by law. Disclosures permitted by law include information to our service providers, such as transfer agents, custodians, shareholder communications firms, technology consultants, clearing firms, and broker-dealers. As a rule, we only provide this information to those entities whose services are necessary for us to properly fulfill our investment services to you. We only share with these service providers the information they need to provide these services and they are required to use this information only to provide the services.



### **Regulatory Review**

The laws and regulations of the securities industry mandate periodic audits of all registered firms by either agents of the Securities and Exchange Commission, the State Corporation Commission, and/or the Financial Industry Regulatory Authority (FINRA, a Self-Regulating Organization). These audits typically require the review of client files requested at random. Financial Freedom Planners, LLC will comply with these requests as the law requires.

### **Security Standards**

We maintain physical, electronic, and procedural safeguards to ensure the integrity and confidentiality of your nonpublic personal information. Our employees are required to protect the confidentiality of information at all times.

*We reserve the right to change this Privacy Policy.*

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