

# FINANCIAL PLANNING & CONSULTING AGREEMENT

This Financial Planning & Consulting Agreement ("Agreement") is entered into this day \_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_, by and among Church Organizers Foundation ("The Foundation"), a registered investment adviser and the Investment Adviser Representative ("IAR") whereby Client desires to receive financial planning and/or consulting services as outlined below.

## 1. SERVICES AND FEES

The Foundation, through its IARs, provides personal financial plans consistent with a client's financial status, investment objectives and tax status. IAR will obtain the necessary financial data from the Client to prepare the financial plan. The financial plan may include information regarding: *retirement planning, education planning, planning for major purchases, life and disability insurance needs, long-term care needs, and estate planning issues*. Client will receive a written financial plan from The Foundation and IAR. The financial plan will not include information or analysis with respect to liability risks or tax planning. Fees for the financial planning services are negotiable. The Foundation and the IAR share in the fee. Client may elect to pay the fee upon execution of this Agreement, upon delivery of the written financial plan, or a combination of upfront and in arrears. For Clients that elect to receive annual retaining services, the fee may be payable on a monthly basis. Client may choose to periodically update his/her personal financial plan through The Foundation and IAR. Such updates may be conducted at the election of the Client and a new agreement disclosing the services and fees will be required between The Foundation and the Client and the IAR. The Foundation charges on an hourly financial planning and consulting services. The total estimated fee, as well as the ultimate fee charged, is based on the scope and complexity of the engagement. Lower fees for comparable services may be available from other sources.

- The hourly fee is between \$100 and \$200 (based on scope and complexity). OR
- The monthly fee is \$\_\_\_\_\_.

\_\_\_\_\_ (Client's Initial) Hourly Planning/Consulting Fee – an hourly fee of \$\_\_\_\_\_ shall be paid to our firm for advisory services with a minimum charge of \_\_\_\_\_ hours. The total estimated hours for financial planning/consulting services is \_\_\_\_\_.

\_\_\_\_\_ (Client's Initial) Monthly Planning/Consulting Fee – a flat fee of \$ \_\_\_\_\_ shall be paid to our firm for financial planning/consulting services for a period of one year.

## 2. POTENTIAL CONFLICTS OF INTEREST

The financial plan may include generic recommendations as to general types of investment products or specific securities which may be appropriate for the Client to purchase given his/her financial situation and objectives. The Client is under no obligation to act upon the investment adviser's recommendation or purchase such securities through The Foundation and the IAR. However, if the Client desires to purchase securities or advisory services in order to implement his/her financial plan, the IARs of The Foundation, in their separate capacity as IARs of The Foundation, may make a variety of products and services available. This may result in the payment of normal and customary advisory fees or other types of compensation to the IARs of The Foundation in such capacity. A conflict exists between the interests of the investment adviser and the interests of the client. Depending on the type of account that could be used to implement a financial plan, such compensation may include, but is not limited to, advisory fees, and marketing support payments from mutual fund and annuity sponsors. To the extent that IAR recommends that Client invest in products and services that will result in compensation being paid to The Foundation and the IAR, this presents a conflict of interest. This compensation to IAR and The Foundation may be more or less depending on the product or service that IAR recommends. Therefore, the IAR may have a financial incentive to recommend that a financial plan be implemented using a certain product or

service over another product or service. The IAR may receive additional cash or non-cash compensation from advisory product sponsors. Such compensation may not be tied to the sales of any products. Compensation may include such items as gifts valued at less than \$100 annually, an occasional dinner or ticket to a sporting event, or reimbursement in connection with educational meetings or marketing or advertising initiatives.

**3. CONFIDENTIALITY**

The Foundation and IAR will keep Client information confidential and will not use or disclose it to others without Client's prior consent except as described in The Foundation's Privacy Policy. Client acknowledges, understands and agrees that for our mutual protection; The Foundation may electronically record telephone conversations. Client agrees not to record any telephone conversation without the express written authorization of The Foundation and the individual(s) engaged in the conversation.

**4. ASSIGNMENT/TERMINATION**

This Agreement may not be assigned or transferred in any manner by any party without the written consent of all parties receiving or rendering services hereunder; provided that The Foundation or IAR may assign this Agreement upon consent of the Client. This Agreement may be terminated early by any party effective upon receipt of written notice to the other parties ("Termination Date"). Client will be entitled to a refund of unearned fees, if any, based upon the time and effort completed prior to termination of the Agreement. The Agreement is terminated upon delivery of the plan or for annual retainer clients the Agreement will be valid for one year. No refunds will be made after completion of the plan, except when the number of actual hours to complete the financial plan is less than the estimated number of hours quoted above. Termination of the Agreement will not affect the liabilities or obligations of the parties for activity initiated prior to termination.

**5. PRACTICE OF LAW AND ACCOUNTING**

The Foundation is not licensed to engage in the practice of law or accounting and, consequently, will offer no legal or accounting advice when preparing the personal financial plan. None of the fee for services under this Agreement relates to accounting or legal services. If such services are necessary, it shall be the responsibility of the Client to obtain them.

**6. SEVERABILITY**

If any provision of this Agreement shall be held or made nonenforceable by a statute, rule, regulation, decision of a tribunal or otherwise, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable to the maximum extent permitted by law or equity while most nearly preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement and, to that extent, the provision of this Agreement shall be deemed to be severable.

**7. GOVERNING LAW**

This Agreement shall be construed under the laws of the state in which the Client resides.

**8. ARBITRATION**

Client agrees to direct any complaints regarding the handling of Client's account to IAR and to the attention of the Chief Compliance Officer of The Foundation in writing. This agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

- All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.

- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award, unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first hearing date.
- The Panel of Arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement. You agree that any controversy between you and The Foundation and/or your IAR shall be settled by arbitration in accordance with the rules, then in effect, of the Financial Industry Regulatory Authority. Any arbitration award hereunder shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction. You understand that you cannot be required to arbitrate any dispute or controversy nonarbitrable under federal law. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. 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.

#### **9. RECEIPT OF DISCLOSURE DOCUMENTS**

Client acknowledges having received and read this Agreement, The Foundation's Form ADV 2A Brochure and IAR's Form ADV Part 2B Brochure Supplement, as well as The Foundation's Privacy Policy. Unless a client has received The Foundation's Brochure at least 48 hours prior to signing the Financial Planning / Consulting Agreement, the Financial Planning / Consulting Agreement may be terminated by the client within five (5) business days of signing the agreement without incurring any fees.

#### **10. FINANCIAL PLANNING PROFILE**

Client is responsible for supplying certain data to the IAR to assist in the preparation of the financial plan. This data includes, but is not limited to: annual income, net worth, proposed retirement date and information regarding existing investments. Client acknowledges that he/she will verify the accuracy of this data which will be included in the financial plan. In addition, certain other information such as rate of return assumptions, market value of existing investments and inflation rate assumptions, among others, will be considered in the preparation of the financial plan. Client acknowledges that he/she will review these assumptions and will advise IAR immediately if he/she does not concur with their use in the financial plan. Client recognizes that all data requested must be provided to Adviser and the IAR in order for a financial plan to be completed. Failure by the client to provide all requested information will delay and in some cases prevent the production of a plan.

#### **11. ENTIRE AGREEMENT/AMENDMENT**

This Agreement represents the entire agreement between the parties with respect to the subject matter contained herein. The Agreement may be amended by Advisor upon thirty (30) days notice to all parties.

**12. NOTICES**

All written notices to any party under this Agreement shall be sent to such party by first class mail or facsimile transmission at the address set forth on the Profile or such other address as such party may designate in writing to the other. By signing this agreement, the Client agrees to the provisions set forth in the agreement and understands their respective rights, duties and responsibilities.

Client's Name (Printed) \_\_\_\_\_

Client Signature \_\_\_\_\_

Client's Address Date \_\_\_\_\_

IAR Name (Printed) \_\_\_\_\_

IAR Signature \_\_\_\_\_

Authorized by (Printed) \_\_\_\_\_

Authorized Signature \_\_\_\_\_