

F5 Financial Planning, LLC
Client Services Engagement Agreement

Please review this Client Services Engagement Agreement (“Agreement”) carefully as it sets forth the understanding between you (“Client”) and F5 Financial Planning, 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. **Firm Services.** Services provided by The Firm are outlined In Addendum 1.
2. **Investment Authority.** All Investment Advisory Services are provided on a discretionary basis. All Investment Advisory Services will be performed in a manner consistent with a mutually agreed upon, written Investment Policy Statement (IPS). No investment management services will commence prior to the establishment of a written IPS.
3. **Fees.** The Firm’s fees will be assessed as noted in Addendum 1. 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.
 - a. **Negotiable Fee.** Fees for the noted services are negotiable and at the discretion of the Firm.
 - b. **Billing Cycle.** All fees are billed in advance for the proceeding calendar quarter.
4. **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.
5. **Commissions.** 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.
6. **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.

- 7. 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.
- 8. 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 or the laws pertaining to the Firm's performance of its fiduciary responsibilities.
- 9. 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
- 10. 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.
- 11. 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 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.
- 12. Proxy Voting.** The Firm does not vote proxies nor provide advice on the voting of proxies. The Client shall be responsible for directing the manner in which proxies solicited by issuers of securities the Client beneficially owns shall be voted, and will make all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to Client assets. The Firm does not offer guidance on proxy voting matters. The Client will instruct their selected service provider to forward to the Client all proxies and shareholder communications relating to their assets to the Client's address of record.
- 13. Registration.** The Firm is an investment advisor registered with the State of Illinois. 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).
- 14. Assignment.** The Firm will not assign the Agreement to any other party without the Client's written consent.
- 15. 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.
- 16. 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

Addendum 1

Comprehensive Financial Planning Retainer _____ **Client Initials**

The firm will work with the client to identify and define their specific financial goals and objectives in order to develop strategies for attaining those goals and objectives. The strategies developed include a focus on any number of the following areas:

- Goal setting and achievement (financial and non-financial goals);
- Investment management and advisory services including asset allocation services, monitoring of investments, and implementation of recommended investment plans;
- Retirement planning and projections including statistical analyses such as Monte Carlo simulations;
- Estate planning, wealth transfer, and family succession strategies;
- Cash flow planning and budgeting;
- Wealth preservation and savings analysis;
- Insurance and risk management reviews, risk assessment analyses, and risk reduction strategies;
- Tax planning and tax reduction strategies;
- College funding and planning for children and grandchildren;
- Employee benefits reviews; and
- Executive compensation and stock options analyses.

Discretionary investment advisory services are included as part of the comprehensive financial planning services described above.

The retainer fee for this service will be _____ per annum.

Project or Hourly Financial Planning Work _____ **Client Initials**

The firm will provide the specific set of services outlined on page 2 of the addendum

The fee for this service will be _____.

Details of specific services provided under project or hourly financial planning work:

<<Insert detailed project description below>>