

Client Service Agreement – Hourly Engagement

Please review this Agreement carefully as it sets forth the understanding between you (“you” or Client”) _____

located at _____ and Abby Kovach Financial Planning, LLC (“AKFP” or “Advisor”), located at 3216 Billington Drive, Erie, Colorado 80516, regarding the services AKFP will provide you. If you have any questions about the content of this Agreement, we should discuss them and make any written clarifications that are needed before you sign this Agreement, because the Agreement contains a full and final expression of the reciprocal duties and obligations we each have regarding work AKFP is to perform for you.

1. **Services.** AKFP will provide a financial plan (“Plan”) addressing the specific issue or issues you request as indicated below. In accordance with the Certified Financial Planning Board’s Practice Standards, AKFP will provide you with a summary of your objectives relevant to the scope of the engagement, as identified in the dialog we will have with you, as well as an analysis of how your current course of action may meet your objectives. The Advisor will consider whether there are alternative courses of action that might be better for you and develop recommendations that we will communicate to you in a manner that assists you in making informed decisions. AKFP will use the degree of care employed by an ordinarily prudent person in the industry and will limit its analysis to the specific areas indicated below. You understand that information regarding specific issues not revealed to or analyzed by AKFP may have a direct impact on the suitability or accuracy of specific recommendations given.

2. **Specific Services.** Please initial below to indicate the specific services you are requesting from AKFP:

- _____ Cash Flow Analysis and Recommendation
- _____ Investment Analysis and Recommendation
- _____ Retirement Capital Needs Analysis and Recommendation
- _____ Education Funding Analysis and Recommendation
- _____ Estate Plan Review
- _____ Life Insurance Review
- _____ Property and Casualty Insurance Review
- _____ Other services _____
- _____ Other services _____

3. **Estimated Fee Range for Services.** The total fee for this engagement will not exceed and may be less than the upper limit of the fee range. Charges over and above the stated fee estimate must be approved in advance by the Client. Please initial below to indicate your acceptance of the fee range estimate:

_____ to _____

Calculated as follows:

Lower end: _____ Hours estimated to complete project x \$_____ per hour

Upper end: _____ Hours estimated to complete project x \$_____ per hour + _____ (20% buffer)

4. This **fee quote** is valid for 90 days from this date of _____. Please initial here to indicate your understanding of the time limit for this estimate. _____

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5. **Future Services.** The engagement under this contract is considered concluded upon presentation of the Plan plus an additional thirty day period during which AKFP will answer reasonable follow-up questions free of charge. In addition to the specific services requested pursuant to this Agreement, AKFP 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 a new Client Service Agreement.
6. **Fees.** AKFP's fees for advisory services, will be based 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 is currently \$180 per hour or as negotiated and approved by both of us in writing. Hourly fees are prorated in 6-minute increments, and fractional increments will be treated as a whole increment. Billing rate is subject to change upon written notice to you, although AKFP will not change rates more than one time per calendar year and new rates would apply only to future Client Service Agreements.
7. **Payment of Fees.** You agree to submit the lesser of \$500 or one-half of the lower end of the fee estimate 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 AKFP immediately upon the presentation of your Plan to you. All presentations must be completed within six months of the start of the engagement.
8. **Client Representations.** You represent to AKFP the following and understand and agree that AKFP is relying on these representations as an inducement to enter into this Agreement:
 - You agree that you will answer the questions in AKFP's "Confidential Questionnaire" and provide AKFP with the necessary information and data 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 AKFP.
 - You understand that AKFP obtains information from a wide variety of sources. Sources used by AKFP are generally believed to be reliable, and AKFP uses a degree of care that a prudent person would use in this industry, however beyond this AKFP does not have responsibility for and cannot guarantee the accuracy of the information or success of the Plan which it may provide. There may also be differences of opinion regarding what are and are not reliable sources. The Plan developed by AKFP is based on the professional judgment of AKFP and the information you provide to AKFP.
 - You understand and agree that AKFP's Plan for you will be dated and is based upon initial client input. AKFP's responsibility runs only through the stated date. You also understand that due to the limited nature of this engagement, AKFP is under no obligation to contact you to recommend changes to your Plan provided under this Agreement in the future.
 - You understand that all investments involve risks and that investment decisions may result in losses. You understand that AKFP cannot guarantee or assure that your investment objectives will be achieved.
 - You understand and agree that AKFP will not be liable for any loss incurred by you in connection with the services provided under this Agreement unless AKFP fails to perform according to the contract, is negligent, engages in misconduct, breaches any fiduciary duty towards you, or violates of federal or state securities laws for which you have the right to assert a claim.

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- You understand and agree that AKFP performs services for other clients and may make recommendations to those clients that differ from the recommendations made to you. You agree that AKFP does not have any obligation to recommend for purchase or sale any security or other asset it may recommend to any other client or disclose what recommendations are made to other clients.
 - You understand that Advisor does not provide legal or accounting advice, including income tax, estate tax, or gift tax advice, and does not prepare any legal documents for the implementation of any recommendations provided in the Plan. Furthermore, you understand that none of the fees paid under this contract relate to legal or accounting services. It is your responsibility to obtain such legal and accounting advice from qualified persons prior to implementing AKFP's recommendations.
9. **Confidentiality of Information.** AKFP will regard any information provided by you as confidential and the Plan provided by Advisor shall be confidential, with disclosure only upon such terms and to third parties as designated by you or as required by law.
10. **Termination.** Either party may terminate this Agreement at any time, effective upon receipt of written notice of termination by the other party. If this Agreement is terminated, all fees due at time of termination, based on time incurred by the Advisor in preparation of the Plan, will be due and payable by you immediately, provided, however that Advisor 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 fees will be due, no penalty will be assessed, and all deposits will be refunded promptly.
11. **Implementation of Investments.** AKFP will not implement any investment recommendations. However, Advisor 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. Unless specifically outlined in paragraph 2 above, such additional services are not included in this Agreement and will be subject to a new Client Services Agreement. AKFP will not have power of attorney for any Client account.
12. **Multiple Clients.**
- In the event Client is more than one individual, AKFP is authorized to accept the direction of either individual and such direction will be binding on all individuals.
 - We consider a married couple or any other combination of persons who, acting in concert, seek the services of the Advisor on their common behalf to be one client. Each of you agrees that any information given to us by one partner may be shared with the other partner.
13. **Commissions.** The Client understands AKFP will not receive commissions on transactions that may result from the implementation of the Client's Plan. All commissions and transaction costs are the Client's responsibility, as part of the Client's responsibility for implementation of Advisor's recommendations, and, therefore, do not come out of the Advisor's compensation.
14. **Registration.** Advisor is registered as an investment advisor with the State of Colorado. In addition, Advisor may register or meet exemptions to registration in other states where it conducts business. Any reference to the Investment Advisors Act of 1940 is not meant to imply registration with the Securities and Exchange Commission.
15. **Assignment.** Neither party will assign the Agreement to any other party without written consent from the other. This Agreement does not create any rights and is not intended to confer any benefits upon any parties other than named Clients or the personal representatives of named Clients.

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16. **Disputes.** This agreement contains a provision that all claims arising between the parties in respect to this Agreement should be resolved through voluntary arbitration. Client is aware that:

- 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.
- 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 substantive legal rights the client may have against the Advisor.
- Any controversy arising out of or related to any transaction with Adviser or its officers, directors, agents, or employees, or to this agreement, or the breach thereof, may be settled by voluntary arbitration administered by the American Arbitration Association in accordance with its Commercial Rules, as well as its supplementary rules for the Securities Industry and those pertaining to Consumer Related Claims. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Any arbitration between the parties hereto shall be governed by the laws of the State of Colorado.
- In any court or arbitration proceedings the prevailing party shall be awarded its reasonable legal fees, as costs.

17. **Miscellaneous.** Client is aware that:

- This Agreement shall be governed by the laws of the State of Colorado and may only be amended or modified by a writing signed by the party or parties against whom the amendment or modification is sought to be enforced.
- Written notice will be effective upon receipt via personal delivery, U.S. mail, fax or email with means of confirmation. Facsimile signatures and execution by counterparts will be allowed.

Client hereby acknowledges receipt of Abby Kovach Financial Planning, LLC's Form ADV Part 2 and Privacy Policy.

Accepted
this _____ of _____,
(day) (month) (year)

Client _____

Client _____

Signature on behalf of Abby Kovach Financial Planning, LLC