



Financial Planning & Consulting Engagement Agreement

Advisor Name _____

Advisor Code _____

Planning Services to be Delivered to the Client

Financial Planning

Income Tax Planning

Estate Planning

Business Planning

Investment Planning

Education Planning

Risk Management

Insurance Planning

Other: _____

Other: _____

One Time Engagement

Ongoing Engagement

Private Client Services Financial Planning Engagement Agreement

I. DEFINITION OF INTERESTED PARTIES

Financial Planning Client (PRINT):

Date

Advisor Representative (PRINT):

Rep Number:

The Financial Planning Client (“the Client”) agrees to engage with Private Client Services LLC (“PCS” or “the Firm”) and to engage with the Investment Advisor Representative (“IAR”) to provide financial planning services. The IAR agrees to provide the financial planning services as detailed below. PCS agrees to provide compliance, regulatory and billing services in support of this Engagement Agreement. Terms of the Agreement are detailed below.

II. FINANCIAL PLANNING SERVICES

The IAR will provide customized financial services in the form of a financial plan encompassing specific area(s) identified below.

With regard to the identified areas, the IAR will:

1. Perform detailed data-gathering, relying primarily upon data provided by the Client;
2. Discuss with the Client their financial goals and concerns in order to determine the financial objectives to be planned for;
3. Evaluate the Client’s current situation in light of stated objectives;
4. Present, with analysis, alternative strategies to improve the attainment of the Client’s stated objectives;
5. Recommend a specific course of action designed to optimize the Client’s known situation; and
6. Provide a written report in summary, documenting the plan.

Please check the specific areas of financial planning to be covered in this Agreement:

Financial Planning: The IAR will prepare current balance sheet and cash-flow statements to establish the Client’s current financial position and prepare a forecast of the Client’s financial situation in light of pre-retirement and retirement goals.

Estate Planning: The IAR will review the Client’s financial goals for the disposition of his/her estate with primary emphases being on strategies to attain those goals while minimizing the costs and practical complexities of settling an estate. The IAR may prepare a financial forecast for each situation considered.

II. FINANCIAL PLANNING SERVICES (cont)

Investment Planning: The IAR will consider the Client's investment portfolio in light of such considerations as stated goals, expected volatility and return, taxation, diversification, implementation costs, management and various types of securities. The IAR will recommend an investment strategy suitable for the Client. The IAR may prepare a financial forecast for each situation considered.

Risk Management: The IAR will consider risk exposures regarding disability, death and the need for long-term custodial care. The IAR may prepare a financial forecast for each situation considered.

Income Tax Planning: The IAR will review your income tax situation with primary concerns being the areas of financial forecasting, investments, insurance benefits and estate planning.

Business Planning: The IAR will work with the Client to advance the attainment of stated business goals in the areas of succession planning and employee benefits. The IAR may prepare a financial forecast for each situation considered.

Education Planning: The IAR will work with the Client in the area of saving and planning for the expenditures related to higher education and specialized post-baccalaureate degree programs.

Insurance Planning: The IAR will review relevant risk factors that have potential adverse effects on the Client's financial condition, and may propose the implementation of insurance programs or other similar risk management products to protect the Client's financial well-being.

Other: **(SPECIFIC description of services):** _____

III. SCOPE OF ENGAGEMENT

The scope of this Agreement excludes accounting and legal services, as well as brokerage, insurance or investment advisory services. Neither the IAR nor PCS represents itself as an expert or practitioner in either accounting or legal matters and services.

However, PCS is a registered broker-dealer and investment advisor, and the IAR is affiliated with PCS. Both the IAR and PCS are compensated for performing brokerage and investment advisory services. The Client is under no obligation to implement or execute your financial plan with the IAR or with PCS.

IV. CLIENT RESPONSIBILITIES FOR ACCURATE AND FULL DISCLOSURES

The Client agrees to provide information regarding his income, investments, assets, liabilities, business interests, income tax situation, estate plan, and other pertinent matters as needed.

The Client also agrees to discuss his financial objectives and any other issues necessary to allow the IAR to properly evaluate the Client's overall financial situation. The Client acknowledges that the IAR cannot adequately perform its services on the Client's behalf unless the Client performs this responsibility and that analysis and recommendations from the IAR depend upon and are based on the information provided by the Client.

The Client agrees to inform the IAR promptly of any significant changes in the Client's financial circumstances or personal investment objectives.

Pursuant to Section 204A of the Investment Advisers Act of 1940, Private Client Services, LLC has established written policy and procedures to prevent the misuse of material non-public information ("inside information"). In order to ensure compliance, it is the responsibility of the client to notify the IAR if the Client is an insider, becomes an insider, or changes his status as an insider for any publicly-traded entity.

The Client agrees that the IAR will not advise or act for the Client in any legal proceedings, including bankruptcies or class actions. With regard to financial planning services, the Client is free at all times to accept or reject any recommendation from the IAR and acknowledges that he or she has the sole authority to the implement, accept, or reject any recommendations or advice from the IAR.

V. NATURE AND DURATION OF THE AGREEMENT

THIS AGREEMENT IS A ONE-TIME ENGAGEMENT. The Agreement starts on the effective date and will continue until the services are delivered to the Client in their entirety, unless terminated prior to these dates according to the conditions of termination as outlined in Section V below. Upon completion of this Agreement, the Client may re-engage with PCS for similar or additional services in the future by executing a new Engagement. The fee Agreement under this type of Engagement is for payment of a retainer at the effective date, with any balance due payable within 15 days of the date that services are delivered.

THIS ENGAGEMENT IS AN ONGOING AGREEMENT. The Agreement starts on the effective date and will remain in effect until _____ months after the effective date. The fee arrangement for this type of Engagement is for payment of a retainer at the effective date, with the balance due to be billed quarterly unless detailed below "As Services Provided". Any change to the services provided or fees charged requires execution of a new agreement. Quarterly billing amounts are detailed in Section VI of this Agreement.

VI. FEES AND BILLING CYCLE

One Time Engagement Fee		\$ _____
Balance Due Upon Delivery		\$ _____
Delivery Date	_____	
TOTAL ONE TIME ENGAGEMENT FEE		\$ _____
Ongoing Engagement Fee - Up-Front Retainer		\$ _____
Quarterly Amount Due On	_____	\$ _____
Quarterly Amount Due On	_____	\$ _____
Quarterly Amount Due On	_____	\$ _____
Quarterly Amount Due On	_____	\$ _____
As Services Provided (Various Dates TBD) Hourly Rate:	_____	Total: \$ _____
TOTAL ONGOING ENGAGEMENT FEE		\$ _____
Payment method:	Invoice/Check	Deduct from account: _____ <i>(Non-qualified brokerage account under PCS control)</i>

VII. CONFIDENTIALITY OF INFORMATION

The IAR and 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. By fully executing this Agreement, the Client acknowledges that he/she/it has received the Firm's Privacy Policy statement.

VIII. TERMINATION OF SERVICES

Either party may terminate the Agreement in writing at any time under the follow terms and conditions:

For the purposes of this provision, this Agreement is effective on the date that all Parties have signed the Agreement.

Should the Client verbally notify the IAR or PCS of termination, and if the Client has not submitted written notification of termination within two business days of said verbal notification, the IAR or PCS may deliver 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 Form ADV Part 2 Firm Brochure was not delivered within 48 hours prior to effective date, and the IAR's Form ADV Part 2B Brochure Supplement was not delivered within 48 hours of the effective date, the Client has the right to terminate the Agreement without penalty within 5 business days of the effective date.

Should the Client terminate the Agreement after this 5 day period, the Client will be assessed fees on a daily pro-rated basis for services incurred from the effective date until the Firm's receipt of written notice to terminate.

In the case of pre-paid fees or retainer fees, the Firm will refund any unearned fees on a pro-rated daily basis.

IX. 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, client information, forms, revised disclosures and various types of Client communications. Delivery mechanisms may include electronic mail (e-mail), IAR and/or PCS website, and secure data transmissions. The sending of electronic messages and/or information constitutes delivery of the information, regardless of whether the recipient chooses to read it.

The Client may opt-out or revoke this consent to electronic delivery at any time by providing written notice to the IAR and PCS. However, since the IAR and PCs have its services based on the considerable savings of electronic delivery, the IAR and PCs reserve the right to charge an administrative fee and postage of paper documents are required.

The Client agrees to keep a current, functional e-mail address and will update information with the IAR and PCs immediately if an e-mail address or other contact information changes.

X. NOTICES

All legal written notices by the Account Owner shall be sent by hand, first class mail, or by certified mail (return receipt requested) to the Advisor's following address:

Private Client Services, LLC
Attention: Compliance Department
2225 Lexington Rd
Louisville, KY 40206

All legal notices by the Advisor shall be sent by hand, first class mail, or by certified mail (return receipt requested) to the Account Owner's address of record.

XI. CONFLICTS OF INTERESTS

The IAR and PCS will provide disclosure of any conflicts of interests that could be reasonably expected to impair the provision of an unbiased and objective assessment of the Client's financial condition or the rendering of financial advice. The Client is hereby informed that the Firm is an SEC registered broker-dealer and investment advisor. The execution of a financial plan, or a portion of the plan, with PCS would result in trading commissions or asset-based advisory fees. The Client is under no obligation to act upon the IAR financial advice or financial plan, and is free and unencumbered to execute the advice or plan with other providers of similar financial services.

XII. OTHER CONTRACT MATTERS

Choice of Law: This Agreement shall be governed by all applicable federal laws, except that the contractual terms and related remedies of this Agreement will be interpreted under the laws of the Commonwealth of Kentucky, without reference to the principles of conflict of laws, provided that there is no inconsistency with federal securities laws.

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, if the Client's executor, guardian, attorney-in-fact, or other authorized representative may terminate this Agreement by giving written notice to the IAR or the Firm.

Governing Law: If any provision of this Agreement is or should become inconsistent with any law or rule by any government or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed to be rescinded or modified in accordance with any such law or rule. In all other respects, this Agreement will continue and remain in full force and effect.

Integration: This Agreement represents Account Owner's entire understanding with regard to all terms and conditions.

Multiple Clients: In the event that the Client is more than one individual, the Firm is authorized to accept direction of any of the undersigned parties, and such direction will be binding on all parties.

Non-Exclusivity: The Client acknowledges that financial planning services provided under this Agreement are non-exclusive and may be offered on a continuing basis to other clients.

Other Services: Acknowledges that the Firm does not and will not practice law or accounting when providing advice or planning services to other clients. The Client understands that none of the fees paid under this Agreement relate to accounting or legal services and that it is the responsibility of the Client to obtain accounting or legal services if necessary.

Prohibition of Assignment: This Agreement cannot be assigned or transferred, in any manner, by any party, without the written consent of all parties receiving or rendering services under this Agreement.

Severability: If any part of this Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of this Agreement.

XIII. ARBITRATION

DISCLOSURES:

This Agreement contains a pre-dispute 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 scheduled hearing date.

The panel of arbitrators may 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.

AGREEMENT:

Any controversy between you and us shall be submitted to arbitration before the financial industry regulatory authority. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute 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;
- (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. The laws of the Commonwealth of Kentucky shall govern.

XIV. RECEIPT OF REQUIRED DOCUMENTATION

Account Owner has received the following documents and disclosures: (CHECK ALL THAT APPLY)

Private Client Services, LLC – SEC Form ADV Part II (Firm Brochure)

Private Client Services, LLC – SEC Form ADV Part II-B (Brochure Supplement – Advisor Biography)

Private Client Services, LLC – Privacy Policy

Private Client Services, LLC – Business Continuity Plan

XV. SIGNATURES

Please review all information for accuracy. By signing below, I represent that the information provided is accurate to the best of my knowledge. The documentation used to verify my identity is true and accurate. My signature represents that I agree to the terms and conditions of this Agreement in its entirety. I ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE IN SECTION XIII OF THIS PCS FINANCIAL PLANNING ENGAGEMENT.

Please visit www.pcsbd.net/disclosures to review important information about your account.

Primary Client Name (PRINT)	Primary Client Signature	Date
Joint Client Name (PRINT)	Joint Client Signature	Date
Private Client Services Use Only		
Investment Advisor Representative Name (PRINT)	Investment Advisor Representative Signature	Date
Managing Principal Name (PRINT)	Managing Principal Signature	Date
RIA Principal Name (PRINT)	RIA Principal Signature	Date