

## FINANCIAL PLANNING SERVICES AGREEMENT

This Financial Planning Services Agreement (the “Agreement”), dated on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is between the undersigned party,

<b>Client Name</b>	<b>Email Address</b>	<b>Mailing Address</b>
<b>Security Number</b>	<b>Date of Birth</b>	
<b>Joint Client Name</b>	<b>Email Address</b>	<b>Mailing Address</b>
<b>Security Number</b>	<b>Date of Birth</b>	

(herein referred to as the “Client”), and Private Client Services (d/b/a PCS Advisors), with a principal mailing address of 2225 Lexington Road, Louisville, KY, 40206 (herein referred to as the “Advisor”), to provide the Client with financial planning services as indicated in Section 1 of this Agreement. This Agreement becomes effective on the date in which the Advisor receives the signed Agreement. The terms and conditions of this Agreement are as follows:

**1. Financial Planning Services.** The Advisor shall provide the Client with financial planning and advice services (herein Advisory Services”) based upon an analysis of the Client’s current financial condition, investment portfolio, goals, objectives, and other financial matters. The Advisory Services may include recommendations for portfolio customization based on the Client’s written investment objectives, goals, and financial situation. Advisory Services may also include investment planning, retirement planning, personal savings, education savings, and other areas of the Client’s financial situation.

<p><b><i>Personal Planning:</i></b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Educational Planning</li> <li><input type="checkbox"/> Retirement Planning</li> <li><input type="checkbox"/> General Estate Planning</li> <li><input type="checkbox"/> Investment Planning</li> <li><input type="checkbox"/> Risk Management</li> <li><input type="checkbox"/> _____</li> </ul>	<p><b><i>Special Services:</i></b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Charitable Giving</li> <li><input type="checkbox"/> Special Family Needs</li> <li><input type="checkbox"/> Advanced Estate Planning</li> <li><input type="checkbox"/> Tax Strategies</li> <li><input type="checkbox"/> _____</li> <li><input type="checkbox"/> _____</li> </ul>	<p><b><i>Business Services:</i></b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Business Planning Needs</li> <li><input type="checkbox"/> Business Valuation Needs</li> <li><input type="checkbox"/> Retirement Plan Consulting</li> <li><input type="checkbox"/> Retirement Plan Design</li> <li><input type="checkbox"/> Executive Compensation</li> <li><input type="checkbox"/> _____</li> </ul>
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Advisor will provide to the Client a written evaluation and analysis of the information the Client provided as well as recommendations for the Client’s personalized financial plan, including the items the Client has checked above (the “Plan”). The Client understands that only those items checked above will be covered in the Plan. The Advisor may prepare a financial forecast for each situation considered. The Client is encouraged to consult with the Client’s specific advisor for further details on each item.

For these Advisory Services, it is expressly agreed by and between the Client and the Advisor that Client is free to follow or disregard, in whole or in part, any recommendations, suggestions, or advice made by the Advisor to the Client, and that the Client may choose any advisor, brokerage firm, or comparable products to implement the suggestions and recommendations prepared by the Advisor. The Advisory Services will not include asset management and/or assistance with execution of securities transactions. The Advisor does not have the discretionary authority to implement financial planning recommendations pursuant to this Agreement. To implement the Advisor’s investment recommendations, the Client must also enter into a separate investment advisory agreement with the Advisor.

**2. Client Responsibilities.** The Client represents and confirms that the Advisor's engagement, pursuant to this Agreement, is authorized by the governing documents relating to the Client and that the terms of this Agreement do not violate any obligations by which the Client is bound. If applicable, the Client agrees to deliver to the Advisor all account forms, corporate resolutions, or similar documentation that evidences the undersigned's authority to execute and deliver this Agreement. To comply with Section 204A of the Investment Advisers Act of 1940, the Client will notify the Advisor if the Client is or becomes an insider or changes the Client's status as an insider for any publicly traded entity.

The Client also agrees to be responsible for and deliver information, data, and documentation to the Advisor as it pertains to the Client's objectives, needs, goals, policies, and restrictions as the Advisor shall reasonably require. Such information may include, but is not limited to, income, expenses, assets, liabilities, income tax return, insurance policies, investments, group employee benefits, and estate planning documents and information. The Client further agrees that the Client will provide to the Advisor candid and accurate information of the Client's current and future goals and objectives, including any material changes that occur from when the initial information is gathered to when the Plan is presented. The Client acknowledges that the Client will review financial planning assumptions such as rates of return, market value of existing assets, inflation rate, and other factors used in preparing the Plan, and that the Client will notify the Advisor if the Client does not agree with any of the assumptions and other factors used in preparing the Plan.

The Client further agrees to promptly deliver all amendments or supplements to the foregoing documents to ensure that the Advisor has current and accurate information regarding the Client's financial condition, needs, and investment objectives. The Client acknowledges that the Advisor cannot adequately perform the Advisory Services unless the Client performs the Client's responsibilities under this Agreement. The Client is free at all times to accept, reject, or implement any recommendation from the Advisor under this Agreement.

**3. Nature and Duration.** The Client's initials in this Section represent the Client's choice of engagement type and corresponding expenses and fees as outlined in Section 4, below:

**Client Initials:** \_\_\_\_\_ *This is a one-time engagement.* This Agreement starts on the effective date and will continue until the Advisory Services are delivered to the Client in their entirety, unless terminated per the conditions of this Agreement. Upon completion of this Agreement, the Client may re-engage with the Advisor for similar or additional services in the future by executing a new agreement.

**Client Initials:** \_\_\_\_\_ *This is an ongoing engagement.* This Agreement starts on the effective date and will remain in effect for \_\_\_\_\_ months after the effective date. Any changes to the Advisory Services or fees charged will necessitate execution of a new agreement.

**4. Expenses and Fees.** The Client agrees to pay the Advisor pursuant to the engagement type the Client selected in Section 3, above.

*One-time engagement.* If the Client selected one-time engagement in Section 3, then the Client agrees to pay the Advisor a planning fee of \$\_\_\_\_\_ with a 50% deposit due on this Agreement's effective date and the remaining balance due upon completion of the agreed upon deliverable(s). Financial planning fees are invoiced and due within thirty (30) days. The Advisor may modify the terms in this Section prospectively on at least thirty (30) days prior written notice.

*Ongoing engagement.* If the Client selected ongoing engagement in Section 3, then the Client agrees to pay the Advisor a retainer of \$\_\_\_\_\_ due on this Agreement's effective date and the remaining balance due in quarterly installments of \$\_\_\_\_\_.

**5. Liability.** The Client recognizes that investment recommendations made by the Advisor are opinions only and that the Advisor cannot guarantee any level of performance. All investments have a potential risk of loss that the Client must understand and be willing to bear before implementing any recommendations from the Advisor. It is further understood that neither the Advisor nor any of its employees are qualified to render legal services or prepare legal documents on behalf of the Client. The Advisor may address legal and tax issues as they relate to financial planning; however, the Client acknowledges that information provided and fees paid are not considered, intended to be, or for legal, accounting, or tax advice. The Client should always consult with an attorney and/or qualified professional for legal, accounting, and tax advice. The Client agrees that the Advisor will not be liable for any claims, losses, or costs suffered or arising out of the Client's failure to provide the Advisor with any documents required to be furnished hereunder. Further, the Advisor will not be liable for any damages or losses caused by the Advisor's investment recommendations that were made based on the information, data, and representations provided by the Client, or by the Client's representatives or agents.

Except as otherwise provided by Federal or state securities laws, the Advisor, when acting in good faith, is not liable for any action or omission in connection with this Agreement. This includes, without limitation, the acts and/or omissions of any other professionals or third-party service providers recommended to the Client by the Advisor. The Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith. Therefore, this Agreement does not constitute a waiver of any of the Client's legal rights under common law or Federal and state securities laws.

**6. Conflicts of Interest.** The Client understands that the Advisor may refrain from rendering any advice or services concerning securities of companies with which the Advisor has a conflict of interest, which may include companies in which the Advisor's officers, directors, or employees serve in key positions with or have material economic interest. The Advisor has disclosed any material conflicts of interest regarding the Advisor or its representatives, which could be reasonably expected to impair the rendering of unbiased and objective advice to the Client. Such disclosure is provided in the Advisor's Form ADV Part 2A (the "Disclosure Brochure"), the applicable Form ADV2B ("Brochure Supplement[s]"), and Form ADV Part 3/Form CRS ("Relationship Summaries"). The Client is under no obligation to act upon the recommendations provided by the Advisor or implement recommendations through the Advisor.

**7. Non-Exclusive Advisory Services.** It is understood that the Advisor performs investment advisory services for various clients. The Client agrees that the Advisor may give advice and take action with respect to any of its other clients, which may differ from advice given, or the timing or nature of action taken, with respect to the Client.

**8. Reliance on Information.** The Advisor, in the performance of its obligations and duties under this Agreement, is expressly authorized, without further investigation, to rely and act upon any information and data obtained from the Client or from representatives authorized by the Client, including the Client's attorney(s), tax professional(s), accountant(s), or other professional(s), in connection with this Agreement.

**9. Assignment; Termination and Cancellation.** Neither the Client nor the Advisor may assign, convey, or otherwise transfer any of their rights, obligations, or interests under this Agreement without the prior written consent of the other party. This Agreement may be terminated, at any time, by either party, by written notice to the other party. In addition, the Client may terminate within five (5) business days of signing this Agreement at no cost to the Client. After the five-day period, the Client will be responsible for fees incurred to date based on the number of hours worked at the hourly rate or the percentage completion for a fixed fee engagement. In that event, any pre-paid fees exceeding the amount due to the Advisor for services rendered shall be refunded to the Client. This Agreement is effectively terminated upon the delivery of the Advisory Services outlined in this Agreement. The Client may re-engage the Advisor at any time for additional advice and guidance under a new agreement.

**10. Governing Law Disputes.** Unless preempted by Federal law, this Agreement and all questions related to its validity, interpretation, performance, or enforcement will be governed by the laws of the Commonwealth of Kentucky, without regard to conflict of laws rules of any other jurisdiction. Any controversy, dispute, or claim over the performance or interpretation of this Agreement that cannot be resolved by mutual consent of the Client and the Advisor may be submitted subject to approval by PCS to arbitration under the rules and procedures of the American Arbitration Association, or otherwise all actions shall be brought in a court of competent jurisdiction located in Kentucky.

**10. Disclosure.** The Advisor represents it is registered as an investment advisor or exempt from such registration with the necessary securities commission(s) in accordance with applicable securities law(s). The Client acknowledges receipt of the Advisor's Form ADV 2A ("Disclosure Brochure") and Form ADV2B ("Brochure Supplement[s]"), which contain information regarding the Advisor's services, fees, business practices, and the background of its advisory person(s). The Client also acknowledges receipt of the Advisor's Form ADV Part 3/Form CRS ("Relationship Summaries").

**Client Initials: \_\_\_\_\_ I have received the Advisor's Disclosure Brochure, Brochure Supplement, and Relationship Summaries.**

**11. Privacy.** The Client has received and reviewed a copy of the Advisor's Privacy Policy. Except as otherwise agreed in writing or as required by law, the Advisor will keep confidential all information concerning the Client's identity, financial affairs, or investments; provided, however, that the Client authorizes Advisor to contact the Client's accountants, attorneys and other consultants as deemed necessary by the Advisor.

**Client Initials: \_\_\_\_\_ I have received the Advisor's Privacy Policy.**

**12. Notices.** Any notice given to a party in connection with this Agreement must be in writing and shall be effective upon receipt by the other party, if delivered to such party at either its mailing address of record or electronically. By signing this Agreement, the Client hereby consents to electronic delivery of communications from the Advisor without also receiving written copies from the Advisor. Delivery mechanisms may include electronic mail (i.e., e-mail), the Advisor's website, and secure data transmissions. The Client may revoke this consent to electronic delivery at any time by providing advance written notice to the Advisor. PCS reserves the right to charge an administrative fee and postage of paper documents sent.

**13. Death or Disability.** If the Client is a natural person, this Agreement is automatically terminated upon the Advisor's receipt of notice of death by an authorized representative of the Client. The disability or incompetency of the Client will not automatically terminate or change the terms of this Agreement. The Client's legal guardian, attorney-in-fact, or other legally authorized representative may then terminate this Agreement by giving written notice to the Advisor in accordance with provisions of Section 9, above.

**14. Multiple Clients.** If the Client is more than one individual, the Advisor is authorized to accept direction from any of the undersigned, and such direction will be binding upon the undersigned.

**15. Entire Agreement.** This instrument contains the entire understanding between the Client and the Advisor relating to the rights granted and obligations assumed in this instrument. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the Client and the Advisor. This Agreement supersedes all prior and contemporaneous agreements, understandings, inducements, or conditions, expressed or implied, written or oral, between the Client and the Advisor.

If any sentence or paragraph is declared by a court of competent jurisdiction to be void, then that sentence or paragraph shall be deemed separate from the remainder of this Agreement, and the balance of the Agreement shall remain in effect.

**By executing this Agreement, the Advisor and the Client acknowledge and accept their respective rights, duties, and responsibilities.**

**Client(s):**

Signature: \_\_\_\_\_

Legal Name: \_\_\_\_\_

Joint Signature: \_\_\_\_\_

Joint Legal Name: \_\_\_\_\_

**PCS Advisors**

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

IAR Name: \_\_\_\_\_