

# FINANCIAL PLANNING AGREEMENT

**THIS AGREEMENT** is made by and between Schaeffer Financial, LLC, a Maryland Limited Liability Company (“Advisor”), whose mailing and business address is 4612 Great Oak Road, Rockville, MD 20853 and the client (“Client”) whose name and address is listed below.

**Client Name and Address:**

\_\_\_\_\_  
 Client Name (Individual Account) - Owner

\_\_\_\_\_  
 Client Name (Joint Account) - Co-Owner

\_\_\_\_\_  
 Corporate/Trustee Account

\_\_\_\_\_  
 Street Address

\_\_\_\_\_  
 City State Zip Code

\_\_\_\_\_  
 Phone Number

**WITNESSETH**

**WHEREAS**, The Advisor is a Registered Investment Advisor; and

**WHEREAS**, The Advisor is in the business of providing financial planning services;

**WHEREAS**, The Advisor and its investment advisor representatives are fiduciaries, within the meaning of the Employer Retirement Income Security Act of 1974 (“ERISA”) and as defined under the Internal Revenue Code of 1986 (the “Code”), if investment advisory services are provided to the Client who is: (i) a participant or beneficiary of a retirement plan subject to ERISA or described in the Code; and/or, (ii) the beneficial owner of an Individual Retirement Account (“IRA”); and

**WHEREAS**, The Client desires to retain Advisor for the purpose of obtaining personalized financial planning services.

**NOW THEREFORE**, in consideration of the premises and mutual promises contained in the Agreement, the parties agree as follow:

**1. FINANCIAL PLANNING SERVICES**

The Client hereby retains the Advisor, and the Advisor hereby agrees to provide Client with financial planning “working sessions” and related consulting services as specifically requested by the Client in Exhibit A. The Advisor does not provide comprehensive financial planning services or a written financial plan. The Advisor’s recommendations (i.e. investments, estate planning, retirement planning, taxes, insurance, etc.) shall be discussed with the Client and may be implemented with the corresponding professional advisor(s) (i.e. broker, accountant, attorney, etc.) of the Client’s choosing. The Client acknowledges that in respect to estate planning and tax planning matters Advisor’s role shall be that of a facilitator between the Client and his/her corresponding professional adviser(s). The Advisor is not an attorney or accountant, and no portion of the Advisor’s services should be interpreted by the Client as legal or accounting advice. Rather, the Client should defer to his/her attorney or accountant.

In the event the Advisor is requested to provide consulting services with respect to a retirement plan sponsored by the Client’s employer, the Client acknowledges that Advisor’s recommendations shall be limited to the investment alternatives provided by the retirement plan. The Client acknowledges that past performance may not be indicative of future results, and understands that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended by the Advisor) may not be profitable or equal to historical performance level(s).

To the extent that the Advisor provides limited investment consulting services, these services do not include investment implementation or ongoing investment supervision, monitoring, or reporting services. Should the Client desire comprehensive fee-based investment management services, the Client may engage the Advisor to provide same.

## 2. FEES TO ADVISOR

For services selected by the Client in Exhibit A, the Client shall pay an initial financial planning session fee of

\$ \_\_\_\_\_

The initial planning fee will be due at the end of the session.

The Client will be responsible for implementing any recommendations coming out of the planning session. Upon completion of the initial financial planning session, the Advisor's initial engagement and corresponding responsibilities/obligations for these limited financial consulting services shall have concluded. The Client may engage the Advisor to provide further consulting services, particularly in the event the Client's financial situation or objectives change. Any such additional services shall be provided at the Advisor's then current hourly rate or some other mutually agreeable fee arrangement.

## 3. IMPLEMENTATION

The Client is free to obtain legal, accounting, brokerage and insurance services from any professional source to implement the financial planning recommendations of the Advisor, and is free at all times to accept or reject any recommendation made by the Advisor. The Client acknowledges that he/she has the sole authority with regard to implementation, acceptance, or rejection of any counseling or advice from the Advisor.

## 4. RESPONSIBILITY OF THE CLIENT

The Client agrees to provide information and/or documentation requested by the Advisor in furtherance of this Agreement as pertains to the Client's objectives, needs and goals, and to keep the Advisor informed of any changes regarding same. The Client acknowledges that the Advisor cannot adequately perform its services for the Client unless the Client diligently performs his/her responsibilities under this Agreement. The Advisor shall not be required to verify any information obtained from the Client, Client's attorney, accountant or other professionals, and is expressly authorized to rely thereon.

The Client acknowledges that he/she has the sole authority with regard to the implementation, acceptance, or rejection of any recommendation or advice from Advisor.

The Client will retain absolute discretion over all implementation decisions.

The Client maintains sole responsibility to notify the Advisor if there is a change in his/her financial situation or investment objectives for the purpose of reviewing/evaluating/revising the Advisor's previous recommendations and/or services.

## 5. RESPONSIBILITY OF THE ADVISOR

The Advisor has a fiduciary duty to act at all times in the Client's best interest. The Advisor will exercise good faith in disclosing potential conflicts of interest, such as, brokerage or insurance commissions earned, if any, from recommendations made within the financial plan. The Client understands that if this were to occur, the Client is free to choose any independent broker or insurance agent to purchase commission-based products. The Advisor does not offer portfolio management services or have discretionary authority to manage portfolio accounts through this Agreement.

## 6. CONFIDENTIAL RELATIONSHIP

All information and advice furnished by either party (the Client or the Advisor) to the other, including their agents and employees, shall be treated as confidential and not disclosed to third parties except as may be required by law, or except upon the prior written approval of the other party to this Agreement.

## 7. BASIS OF ADVICE

The Client acknowledges that the Advisor obtains information from a wide variety of publicly available sources and that the Advisor has no sources, and does not claim to have sources, of inside or private information. The recommendations developed by the Advisor are based upon the professional judgment of the Advisor and its individual professional counselors and neither the Advisor nor its individual counselors can guarantee the results of any of their recommendations. The Client at all times may elect unilaterally to follow or ignore completely or in part any information, recommendation or counsel given by the Advisor under this Agreement.

## 8. EXPENSES

The Client shall pay all expenses related to the implementation of the Advisors recommendations, including, but not limited to, any costs associated with the set-up of a brokerage account, such as, safekeeping, transport, acquisition, disposition, execution costs, custody fees and margin costs assessed by third parties.

## 9. TERMINATION

Termination of this Agreement by either party (the Client or the Advisor) can occur at any time prior to the initial planning session by written notice to the other. Should the Client wish to terminate this Agreement before such time, no fees will be due to the Advisor. If the initial financial planning fee has been prepaid, the Client will be entitled to a full refund.

## 10. NON-EXCLUSIVE ADVISORY SERVICES

It is understood that the Advisor performs financial planning services for various clients, and the Client understands and agrees that the Advisor may give advice and take action with respect to any of its other clients, which may differ, from financial planning advice given to the Client.

## 11. LIMITATION OF LIABILITY

The Client understands and agrees that the Advisor will not be liable for the performance of its recommendations.

The Advisor makes no guarantee that the overall financial planning objectives will lead to the desired future profits or a specific result achieved due to unforeseen future events in the Clients personal life and/or the economy. The Client understands financial planning is a discipline requiring the Client to implement financial strategies to achieve goals and objectives; and, therefore the Advisor is not liable for the Client's failure to implement specific recommendations.

The Client understands that the Advisor's recommendations in a financial plan to invest in securities involve a risk of loss they should be willing and prepared to bear. As such, the Client agrees that the Advisor is not liable for losses due to market performance.

The Client understands that the Advisor shall not be liable for losses caused by events beyond its control (i.e. war, strikes, natural disasters, new government restrictions, communications disruptions and market fluctuations).

The Advisor shall not be liable or responsible for any act or failure to act of any broker, bank, or insurance Advisor utilized by the Advisor to implement various aspects of its recommendations on the Client's behalf, or for the financial solvency of any such broker, bank, or insurance Advisor. The Advisor shall not be held liable for Client's failure to inform the Advisor in a timely manner of any material changes in the Client's financial circumstances, which might affect the recommendations provided to the Client.

**Federal and State securities laws impose liabilities under certain circumstances on persons who act in good faith and, therefore, nothing contained in this Agreement shall in any way constitute a waiver or limitation of any rights that the Client may have under federal and state securities laws.**

## 12. SEVERABILITY

If any term, provision, duty, undertaking or obligation of this Agreement shall be held or made non-enforceable 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 severable.

## 13. ASSIGNMENT

No party to this Agreement may assign or delegate, by operation of law or otherwise, all or any portion of its rights, obligations or liabilities under this Agreement without the prior written consent of the other parties to this Agreement.

## 14. DISPUTE RESOLUTION

Client hereby agrees that all controversies which may arise between Client and Advisor concerning any transaction or the construction, performance, or breach of this Agreement between Client and Advisor whether entered into prior to, on, or subsequent to the date hereof, shall be determined by arbitration. Any arbitration shall be held in the city chosen by Advisor or the American Arbitration Association, pursuant to the Arbitration Laws of the State of Maryland, or before the American Arbitration Association and in accordance with its rules then applying. This paragraph shall not constitute a waiver of any rights that Client may have under federal and state securities laws to pursue a remedy by other means.

**15. RECEIPT OF DISCLOSURE DOCUMENT**

The Client hereby acknowledges delivery and receipt of the Advisor’s Disclosure Brochure (Form ADV Part 2A), applicable Brochure Supplements (Form ADV Part 2B), and Client Relationship Summary (Form CRS).

**16. PRIVACY POLICY**

The Client hereby acknowledges delivery and receipt of the Advisor’s Privacy Policy before or at the time the Client engaged the Advisor to provide financial planning services. Such notice reflects the Advisor’s privacy policies and practices regarding the Client’s nonpublic information.

**17. MISCELLANEOUS PROVISIONS**

- (a) **Captions** - Paragraph headings are for convenience only and are not of substantive effect.
- (b) **Entire Agreement/Amendments** - This Agreement represents the entire Agreement between the parties with respect to the subject matter contained herein. This Agreement may only be amended in a written document that is signed by all parties.
- (c) **Contract** - This Agreement shall be deemed a Maryland contract and shall be governed and construed according to the laws thereof.
- (d) **Venue** - Venue for any litigation filed to enforce any provision of this Agreement shall be filed in the appropriate state or federal court in the State of Maryland.

**18. E-MAIL AUTHORIZATION**

Client hereby agrees to receive communications from the Advisor by e-mail or other similar means of electronic delivery without also receiving paper copies. Such communications may include periodic account notices and compliance disclosures, such as copies of the Advisor’s Disclosure Brochure and Privacy Notice. The Client may opt-out of receiving documents electronically at any time by providing written notice to the Advisor.

\_\_\_\_\_  
Primary e-mail address

\_\_\_\_\_  
Secondary e-mail address (if any)

**IN WITNESS WHEREOF, the undersigned, being duly authorized, has hereunto signed and dated this Agreement.**

**X**  
\_\_\_\_\_  
Client Signature (Owner) Date

\_\_\_\_\_  
Print Client Owner Name

**X**  
\_\_\_\_\_  
Client Signature (Co-Owner) Date

\_\_\_\_\_  
Print Client Co-Owner Name

**X**  
\_\_\_\_\_  
Authorized Corporate/Trustee Signature Date

\_\_\_\_\_  
Print Authorized Corporate/Trustee Name

**SCHAEFFER FINANCIAL, LLC**

**By:**  
\_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Print Name and Title

## EXHIBIT A: FINANCIAL PLANNING TOPICS

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**Financial Planning topics for discussion and/or advice:**

- |   |  |
|---|--|
| <input type="checkbox"/> Financial Goals                    | <input type="checkbox"/> Health Insurance  |
| <input type="checkbox"/> Cash Flow and Net Worth Statements | <input type="checkbox"/> Income Tax        |
| <input type="checkbox"/> Current Investment Allocation      | <input type="checkbox"/> Estate Plan       |
| <input type="checkbox"/> Alternative Investment Allocation  | <input type="checkbox"/> Incapacity Plan   |
| <input type="checkbox"/> Retirement Scenarios               | <input type="checkbox"/> Education Funding |
| <input type="checkbox"/> Life Insurance                     | <input type="checkbox"/> Management        |
| <input type="checkbox"/> Disability Insurance               | <input type="checkbox"/> Other:            |
| <input type="checkbox"/> Casualty Insurance                 | <hr/>                                      |
| <input type="checkbox"/> Long Term Care Insurance           | <hr/>                                      |
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**Comments / Special Instructions:**

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