

**Bob Goldman Financial Planning, Inc**  
**Client Service Agreement – Hourly Engagement**

Please review this Agreement carefully as it sets forth the understanding between you ("Client") \_\_\_\_\_ located at \_\_\_\_\_ and **Bob Goldman Financial Planning, Inc** ("Adviser") located at 1807 Samish Crest Way, Bellingham, Washington 98229 regarding the services Adviser will provide you. If you have any questions about the content of this Agreement, we should discuss them before you sign.

**Initial Services.** Adviser will provide consultations addressing the specific issue or issues you request as indicated below. Adviser will provide you with a detailed financial analysis and recommendations to guide you toward the achievement of your objectives. Adviser will limit its analysis to the specific areas indicated below. You understand that information regarding specific issues not revealed to or analyzed by Adviser may have a direct impact on the suitability or accuracy of specific recommendations given. Advisory services are provided on a non-discretionary basis. Clients remain in complete control of all their investments.

**Specific Services Requested.** Please check each of the specific services you are requesting from Adviser. You understand that these are the only areas that will be included in the final financial plan:

- Cash Flow Analysis:** Reports that show you how your cash flow operates on a year-by-year basis utilizing various income streams, variable and fixed expenses, contributions to taxable-investment and retirement accounts, and eventual withdrawals for home purchase, college funding, retirement needs, and other goals.
- Investment Analysis and Recommendations:** Bob Goldman Financial Planning, Inc does not sell financial products, but we can provide an objective second opinion on investments, including specific investment recommendations to help you achieve your goals.
- Retirement Needs Analysis:** Based on the retirement goals you already hold, or that we develop together, Bob Goldman Financial Planning, Inc can produce alternative scenarios to show your progress in reaching your retirement goals. If it looks like you are not on track, alternative scenarios are developed. These may include variations in how long you work, where you work, where you live, now or in retirement, and how much you spend.
- Education Funding:** Paying for a child's college education can be a significant expense, and different parents have different ideas of how much they want to contribute to their children's college expenses. Using future projections, Bob Goldman Financial Planning, Inc can show you how much you would have to save on a monthly and/or annual basis to pay whatever percentage of future college costs you decide. Discussions are also held on the advantages of using 529 plans, including specific plan and investment recommendations.

**Estate Planning, Life Insurance Analysis, and Tax Planning** are a part of any complete financial plan, but Bob Goldman Financial Planning, Inc does not make specific recommendation in any of these areas. However, alternative professional advisors, including estate lawyers, life insurance agents, and accountants, can be recommended, and, if necessary, or beneficial, Bob Goldman Financial Planning will work with these professionals on your behalf. Note: Bob Goldman Financial Planning, Inc does not take referral fees.

Specific services requested: \_\_\_\_\_

Estimated Fee Range for Hourly Services: \_\_\_\_\_

A deposit of \$ \_\_\_\_\_ is due upon signing of this Agreement. Should Client wish to review this Agreement before signing, this fee quote is valid for 90 days from the date of \_\_\_\_\_.

**Future Services.** In addition to the specific services requested pursuant to this Agreement, Adviser 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 the provisions of this Agreement, including the provisions relating to payment of fees and the limitations on Adviser's duties and liabilities.

**Fees.** Adviser's fees for advisory services, including future services, will be based primarily 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 for financial planners is currently \$225 per hour. A lower hourly rate may be charged for the work of administrative staff or para-planners.

**Payment of Fees.** You agree to submit the deposit as stated 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 Adviser upon presentation of the financial plan. Adviser will invoice you for the amount of fees for any future services performed. Payment of such invoices shall be due and payable upon receipt.

**Client Representations.** You represent to Adviser the following and understand and agree that Adviser is relying on these representations as an inducement to enter into this Agreement:

- You agree that you will provide Adviser with the necessary information 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 Adviser.
- You understand that Adviser obtains information from a wide variety of publicly available sources and cannot guarantee the accuracy of the information or success of the advice that it may provide. The information and recommendations developed by Adviser are based on the professional judgment of Adviser and the information you provide to Adviser.
- You understand and agree that due to the limited nature of this engagement, Adviser is under no obligation to contact you to recommend changes to your financial plan or any of the recommendations and advice provided under this Agreement in the future. This agreement terminates upon presentation of the financial plan unless Client specifically contracts for additional work to be provided by Adviser.
- You understand that failure to implement all or part of the recommendations in the financial plan will have an impact upon the results you achieve.
- You understand that all investments involve risks and that some investment decisions will result in losses. You understand that Adviser cannot guarantee that your investment objectives will be achieved.
- Nothing in this Agreement shall in any way limit or waive any rights you may have under federal or state securities laws.
- You understand and agree that Adviser performs services for other clients and may make recommendations to those clients that differ from the recommendations made to you. You agree that Adviser does not have any obligation to recommend for purchase or sale any security or other asset it may recommend to any other client.
- You understand that Adviser does not provide legal or accounting advice and does not prepare any legal documents for the implementation of any recommendations provided in the financial plan.

**Confidentiality of Information.** Adviser will regard any information provided by you as confidential and all recommendations and/or advice provided by Adviser shall be confidential, with disclosure only upon such terms and to such parties as designated by the parties as required by law.

Election to Arbitrate: In the event that any dispute pertaining to the Adviser's services under this Agreement cannot be resolved informally, Client may agree to submit the dispute to arbitration with the American Arbitration Association. Client understands that any award in arbitration is final and judgment may be entered upon it in a court of law. Client also understands Arbitration clauses are not enforceable where prohibited by law. Mandatory pre-dispute arbitration clauses may force clients to waive rights they may have, including the right to seek remedies. This agreement to arbitrate does not constitute a waiver of Client's or Adviser's right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws. Nothing contained herein should be construed as a waiver or limitation of any rights that Client or Adviser has under applicable federal or state securities laws. The venue for any arbitration proceedings will take place in the state in which the client resides.

**Termination.** Either party may terminate this Agreement at any time with written notice to the other. If this Agreement is terminated all fees due at time of termination will be due and payable by you immediately. Adviser will refund any unearned, prepaid fees within thirty days of written request from the Client. All materials, financial plans, investment analyses and recommendations, produced by virtue of fees paid, will be delivered to client within the same time frame. Should the Client wish to terminate this Agreement within 5 business days after signing, no penalty will be assessed and all fees will be refunded promptly.

**Multiple Clients.** In the event Client is more than one individual, Adviser is authorized to accept the direction of either party and such direction will be binding on all parties.

**Registration.** Adviser is registered as an investment adviser with the State of California and the State of Washington. In addition, Adviser may register or meet exemptions to registration in other states where it conducts business. Any reference to the Investment Advisers Act of 1940 is not meant to imply registration with the Securities and Exchange Commission.

**Assignment.** No party to this contract may assign this contract without the express written consent of all parties involved.

**Other Services.** The Client acknowledges that Adviser does not and will not practice law or accounting in providing advice to Client to or in preparing the plan. The Client understands that none of the fees paid under this contract relate to accounting or

legal services and that it is the responsibility of the Client to obtain accounting or legal advice if necessary.

**Entire Agreement.** This Agreement embodies all understandings and agreements between the parties, and may only be amended by, and only to the extent evidenced by, a written document executed by both parties.

**Governing Law.** This Agreement shall be governed by the laws of the State of California and the State of Washington.

**Notices.** Any notice or correspondence required in connection with this Agreement will be deemed effective upon receipt if delivered to either party at their address listed above unless (a) either party has notified the other party of another address in writing or (b) you have consented in writing to receive such notice, correspondence, or other communication from us by electronic delivery (e.g., e-mail). All of your directions to us (including notices, instructions, and directions relating to changes in your investment objectives) shall be in writing. We shall be protected in relying upon any such direction, notice, or instruction until we have been advised in writing of changes therein.

You hereby consent to receiving communications from us by email without also receiving paper copies. Your consent may be revoked at any time by informing us in writing. By sending or receiving sensitive or confidential email messages, you accept the risks and possible lack of confidentiality over the Internet. You agree to hold us and our Affiliates, successors and assigns free from any damages related to or arising from the delivery of email communications.

You understand that, depending upon the documents to be delivered electronically, Adviser will either (i) issue you an e-mail or CD-ROM with documents attached in Portable Document Format (PDF); or (ii) notify you by e-mail that documentation is available for online viewing by accessing a link or Internet address (URL) in the e-mail. In order to receive or access documents delivered to you electronically, you understand that you must have a valid e-mail address on record with Adviser, as well as Internet access via a browser that is JavaScript-enabled, and that your Internet service provider may apply a charge. You understand that documents are currently provided in PDF, that in order to access PDF documents you must have Adobe® Acrobat Reader® software, and that this software is available for download at no cost at www.adobe.com. You understand that you may revoke this consent at any time, in which case Adviser will send all communications to you via U.S. Mail.

Either party may change its address for such communications by giving notice thereof to the other party in accordance with this section.

**CLIENT HEREBY ACKNOWLEDGES RECEIPT OF ADVISER’S FORM ADV PART 2A AND PART 2B AND PRIVACY NOTICE.**

ACCEPTED this \_\_\_\_\_ (day) of \_\_\_\_\_

Client \_\_\_\_\_ Client \_\_\_\_\_

Client Email Address \_\_\_\_\_

\_\_\_\_\_  
Bob Goldman, President  
Bob Goldman Financial Planning, Inc.

Deposit of \$ \_\_\_\_\_ received \_\_\_\_\_ check # \_\_\_\_\_