

## Client Service Agreement

Please review this Agreement carefully as it sets forth the understanding between \_\_\_\_\_ (you as "Client") and Reality Financial Planning Services, LLC ("RFPS"), a State of Florida registered investment adviser. If you have any questions about the content of this Agreement we should discuss them before you sign this Agreement.

1. **Initial Services.** RFPS will provide consultations addressing the specific issue or issues you request as indicated below. RFPS will provide you with a detailed financial analysis and recommendations to guide you toward the achievement of your objectives. RFPS will limit its analysis to the specific areas indicated below. You understand that information regarding specific issues not revealed to or analyzed by RFPS may have a direct impact on the suitability or accuracy of specific recommendations given.
2. **Specific Services Requested.** Please indicate below the specific services you are requesting from RFPS:

- \_\_\_\_\_ Cash Flow Analysis
- \_\_\_\_\_ Investment Analysis and Recommendation
- \_\_\_\_\_ Retirement Capital Needs Analysis
- \_\_\_\_\_ General Financial Planning Counsel
- \_\_\_\_\_ Estate / Legacy Planning
- \_\_\_\_\_ Other Services \_\_\_\_\_
- \_\_\_\_\_ Other Services \_\_\_\_\_

3. **Estimated Fee Range** for Services: \_\_\_\_\_
4. **Additional Services.** In addition to the specific services requested pursuant to this Agreement, RFPS may provide you with investment 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 and are governed by a separate agreement, the Investment Services Agreement ("ISA"). Such additional services will be subject to the provisions of this Agreement, including the provisions relating to payment of fees and the limitations on RFPS's duties and liabilities.
5. **Fiduciary Status** As a Registered Investment Advisor registered with the State of Florida as a securities agency, RFPS is classified as a fiduciary within the Investment Advisors Act of 1940 when providing you with investment advice or other investment services. Furthermore, the CFP® Board requires that all CFP® professionals will provide financial advice that is, at all times, in your Best Interest.
  - As used herein, recommendations are made in your "Best Interest" when RFPS' advice or recommendations reflects the care, skill, prudence, and diligence under the circumstances prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character with like aims, based on your investment objectives, risk tolerance, financial circumstances, and needs.
  - Investment advice or recommendations must also be made without regard to RFPS' financial interests or those of RFPS' advisers, related entities or other parties.
  - Any statements made by RFPS about any recommended transaction, fees and compensation, material conflicts of interest, and any other matters relevant to your investment decisions, will not be materially misleading at the time they are made.
6. **Fees.** RFPS's fees for advisory services, including future services, will be based primarily on the amount of time expended on your behalf. Our hourly rate is currently \$175 per hour. The hourly rate is subject to change upon written notice to you, and is negotiable at RFPS' discretion.
7. **Payment of Fees.** RFPS reserves the right to request that you pay one half of the estimated fees for services upon signing of this agreement (up to \$500). **You agree to pay the amount of actual fees for initial services provided (less amounts previously paid), due and payable to RFPS immediately upon presentation of recommendations to you (cash or check are preferred but we will accept credit cards).** RFPS will invoice you for the amount of fees for any future services performed. Payment of such invoices shall be made within twenty (20) days of receipt.

These estimated fees for service are based on a set hourly rate and the reasonable amount estimated to complete the designated service, as detailed in the Form ADV Part 2 provided. RFPS does not charge fees that are based on a specific transaction.

8. **Client Representations.** You represent to RFPS the following and understand and agree that RFPS is relying on these representations as an inducement to enter into this Agreement:
  - You agree that you will provide RFPS 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 RFPS.
  - You understand that RFPS obtains information from a wide variety of publicly available sources and cannot guarantee the accuracy of the information or success of the advice which it may provide. The information and recommendations developed by RFPS are based on the professional judgment of RFPS and the information you provide to RFPS.

- You understand and agree that due to the limited nature of this engagement, RFPS 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. RFPS will not monitor the progress or performance of any recommendations unless engaged to do so.
  - You understand that all investments involve risks and that some investment decisions will result in losses. You understand that RFPS cannot guarantee that your investment objectives will be achieved.
  - You understand and agree that RFPS will not be liable for any loss incurred as a result of the services provided to you by RFPS. 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 RFPS performs services for other clients and may make recommendations to those clients that differ from the recommendations made to you. You agree that RFPS 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 RFPS does not provide legal, tax or accounting advice and does not prepare any legal documents for the implementation of any recommendations provided in the financial plan.
9. **Conflicts of Interest.** There is no such thing as a conflict-free relationship involving payment for transactions or advice. However, we are committed to identifying, reducing, disclosing, monitoring, and eliminating conflicts of interest to the extent possible. This includes conflicts related to third-party payments that may include, but are not limited to, solicitor's fees, trail commissions, non-cash compensation, related party compensation, or any other form of compensation or incentive. Full disclosure and discussion of known or potential conflicts and the incentives they create can be found in our *Form ADV Part 2A*.
  10. **Confidentiality of Information.** RFPS will regard any information provided by you as confidential and all recommendations and/or advice provided by RFPS shall be confidential, with disclosure only upon such terms and to such parties as designated by the parties as required by law.
  11. **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. RFPS 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 penalty will be assessed and all fees will be refunded promptly.
  12. **Implementation of Investments.** Unless Client retains RFPS to perform investment advisory services (pursuant to the ISA), RFPS will not implement any investment recommendations. RFPS may assist Client with completion of 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. RFPS will not have power of attorney for any Client account. This assistance will be charged at the normal hourly rate.
  13. **Assignment.** RFPS will not assign the Agreement to any other party without your written consent.
  14. **Election to Arbitrate.** In the event that any dispute pertaining to RFPS's services under this Agreement cannot be resolved informally, Client agrees 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. This agreement to arbitrate does not constitute a waiver of Client's or RFPS's right to seek a judicial forum where such waiver would be void under federal or applicable state laws. Nothing contained herein should be construed as a waiver of any rights that Client or RFPS has under applicable federal or state securities laws.
  15. **Communications and delivery to Client.** Client authorizes RFPS to deliver, and the Client agrees to accept, all required regulatory notices and disclosures via electronic mail, as well as all other correspondence from RFPS. RFPS shall have completed all delivery requirements upon the sending of such document, disclosure, notice or correspondence to Client's last provided email address. Except for account transactions, all directions, instructions and/or notices from Client to RFPS shall be in writing. RFPS is hereby protected from any liability when relying upon any direction, notice or instruction, until RFPS has been advised in writing of any change(s).
  16. **Other Services.** The Client acknowledges that RFPS does not and will not practice law or accounting in providing advice to Client 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.
  17. **Governing Law.** This Agreement represents the entire agreement between Client and RFPS and can only be amended in writing. RFPS may amend this agreement upon written notice to Client. Each of the provisions of this Agreement is severable and the validity or inapplicability or one or more provisions, in whole or in part, shall not affect the validity or enforceability of any other provision. The Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

**Client hereby acknowledges receipt of Reality Financial Planning Services' Form ADV Part II and Privacy Policy.**

Accepted this \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ Client \_\_\_\_\_  
 (day) (month) (year)

Client \_\_\_\_\_

\_\_\_\_\_  
 Signature on behalf of Reality Financial Planning Services, LLC