



# FRISCO FINANCIAL PLANNING, LLC

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## Frisco Financial Planning LLC Client Service Agreement

Please review this Client Service Agreement (CSA) carefully as it sets forth the understanding between you ("client" or "you"), and *Frisco Financial Planning LLC* ("*FFP*" or "adviser" or "John Gay") located in Frisco, Texas regarding the services *FFP* will provide you. Any questions pertaining to the content of this CSA should be clarified before you sign and agree to the terms.

1. Initial services

*FFP* will provide a project-based consultation addressing the applicable planning issues as indicated in section two of this agreement. *FFP* will provide you with analysis and recommendations to guide you toward the achievement of your objectives. *FFP* will limit its analysis and recommendations to only those areas indicated. You understand and agree that information regarding specific issues not revealed to or analyzed by *FFP* may have a detrimental impact on the suitability or effectiveness of specific recommendations given.

**Planning fee for services:**

**Reference payment receipt**

**Period of follow-up support:**

**Reference payment receipt**

**Specific planning areas addressed:**

**Reference payment receipt**

This agreement is not valid or binding until full payment for services is made; your payment receipt is considered an addendum to this agreement and should be retained for your reference.

2. Future services

In addition to the specific services rendered pursuant to this CSA, *FFP* may provide you with financial consulting services in the future. 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 CSA, *as it exists at the time services are rendered*, including the provisions relating to payment of fees and the limitations on *FFP's* duties and liabilities. Recommendations may be delivered in writing or verbally, in person, via phone, or via electronic communication.

### 3. Project planning fees

Fees are charged on a "pay as you go" basis and are not pro-rated. Fees are negotiable at adviser's sole discretion.

*FFP's* project consulting fees are based on one or more of the following factors:

- The number of accounts, positions, and transactions within client's accounts.
- The types of securities owned and the value of client's accounts.
- The amount of time expended in researching, analyzing and documenting the specific recommendation(s) and course(s) of action.
- The uniqueness of the project as dictated by the level of complexity involved.
- The familiarity (or lack thereof) between *FFP* and the client based on previously completed projects.
- The expertise level required of *FFP* as it pertains to the project; a competitive analysis of similar adviser's fees.
- A competitive analysis of other advisory firm's fees.
- Net worth, income, or other financial condition metric(s).

Payment is due in full from client prior to commencement of the planning engagement. The support period begins on the day the fee is charged.

Future fees may vary or change without notice, client is free to accept or reject Adviser's future fee offers of service.

Payment of future fee quote or invoice(s) binds client to the then current *FFP* CSA agreement. Client is encouraged to read the current CSA agreement available online at <http://www.ffplan.com> prior to paying each renewal fee.

*FFP* will provide the specified period of follow-up e-mail and phone support beyond the effective date (and beyond each subsequent renewal fee receipt date) for reasonable questions or clarifications solely related to the scope of the project. *In the event of John Gay's death or incapacity, such follow-up will end with no refund of previously paid fees.*

### 4. Client representations

You represent to *FFP* the following and understand and agree that *FFP* is relying on these representations as an inducement to enter into this CSA:

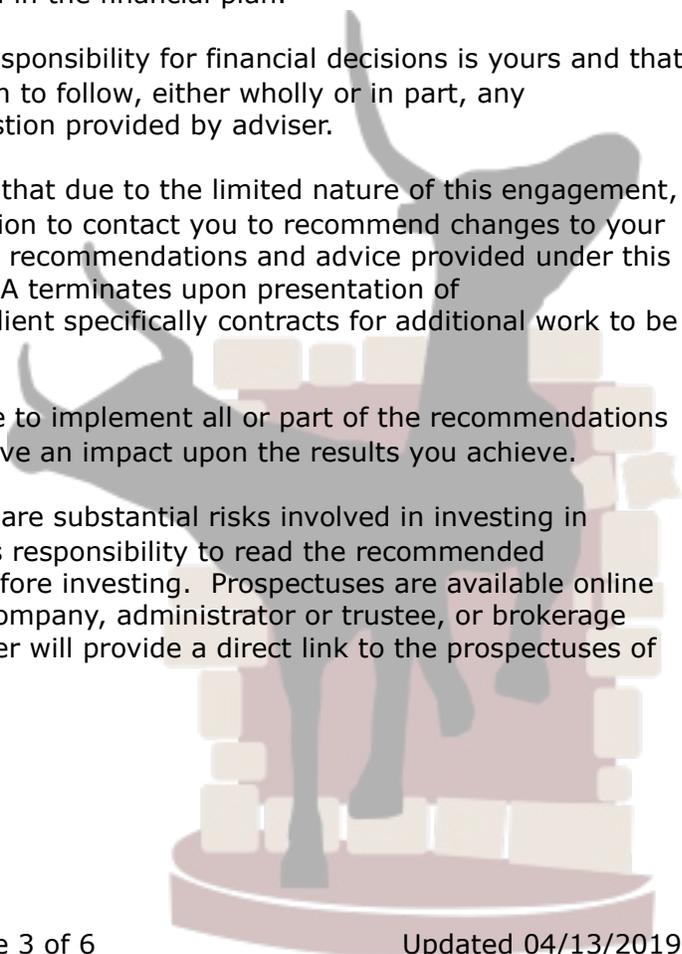
- Client acknowledges and accepts the risk that financial or personal perils may occur between the commencement of the planning engagement and the time at which topical advice and recommendations are delivered.

Examples of such perils include but are not limited to: financial market decline or crash, death, disability, or incapacity of client, spouse, or children, or job loss.

Adviser bears no responsibility for client financial loss(es) related to financial areas that have not yet been analyzed, communicated, or recently reviewed at the time of such loss(es).

## Client representations (continued)

- You agree that you will provide adviser with the necessary information to provide the agreed upon services in a timely fashion.
- 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 may be provided. The information and recommendations developed by adviser are based on the professional judgment of adviser and the information you provide to adviser.
- 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 CSA 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 certain clients that differ from the recommendations made to you. You agree that adviser does not have any obligation to recommend the purchase or sale of any security(ies) or other asset(s) 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.
- 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 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 CSA in the future. This CSA terminates upon presentation of recommendations 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 there are substantial risks involved in investing in securities. It is the client's responsibility to read the recommended securities' prospectuses before investing. Prospectuses are available online through the issuing fund company, administrator or trustee, or brokerage firm. Upon request, Adviser will provide a direct link to the prospectuses of recommended securities.



## Client representations (continued)

- You acknowledge that there are complexities and risks associated with trading securities including but not limited to: execution or trading errors, price volatility, bid/ask spreads, order types (such as "market" and "limit" orders), deviation from net asset value, and "execution price slippage" caused by lack of order book depth.
- You agree to enlist the assistance of your investment custodian firm when placing trades if you are not experienced or comfortable with the above-noted complexities and risks. Upon client request, Adviser will provide investment recommendations in the form of open-end mutual funds instead of exchange-traded funds (ETFs).
- You agree that Adviser bears no liability or responsibility for improper execution of recommendations.
- You understand that investing in securities involves risk of loss that you should be prepared to bear.

## 5. Electronic communications

Client consents to receive correspondence from *FFP* via electronic mail, including attachments in Adobe Acrobat (pdf) format, and/or hyperlinks to *FFP*'s website (<https://www.ffplan.com>) or other external websites. Communications include but are not limited to: written recommendations, fee quote or invoices, offer of and changes to *FFP*'s disclosure brochure, fee change notices, and requests for additional information for project completion.

It is the client's responsibility to provide *FFP* with an updated electronic mail address and to inform *FFP* of any change of such address. Client also agrees to regularly read electronic mail delivered to said address and to maintain a system that allows retrieval of communications from internet websites. *FFP* maintains no liability for electronic communications that are not read or acknowledged by client.

*FFP* agrees to make a prudent effort to protect confidential client-identifying information (limited to Social Security numbers and account numbers) in electronic communications through the use of secure website transmission, encrypted electronic mail, temporary download links, and/or password-protected document attachments. *FFP* is not responsible for the confidentiality or security of client-initiated electronic communications.

## 6. Termination

This CSA automatically terminates upon expiration (unless renewed) or upon the death or incapacity of John Gay. If John Gay's death or incapacity occurs prior to delivery of recommendations, client will receive a full refund of the current engagement fee. If John Gay's death or incapacity occurs after delivery of recommendations, no refund will be paid.

7. Implementation of investments

*FFP* will not implement any investment recommendations on behalf of client. *FFP* will not have power of attorney or trading authority over client accounts.

Adviser may recommend a brokerage firm based on its trading and technology platform, its depth and breadth of services, its customer service responsiveness, and its transaction cost to clients. Client is free to execute Adviser's recommendations at the custodian of client's choosing.

Adviser has no direct relationship with any custodian firm and receives no compensation from brokerage firms or client transactions (including products or research, ie, "soft dollars") in exchange for directing client assets.

Due to adviser's lack of trading authority, adviser provides periodic account review and advice, not "continuous and ongoing management or supervision" of client accounts.

Accounts are reviewed only upon subsequent engagement by client or upon client request during the term of this CSA.

8. Multiple clients

In the event that client is more than one individual (as in the case of married couples), *FFP* is authorized to communicate with either party. All communications delivered by adviser to one party are assumed relayed to all client parties. Married couples are considered one "joint client" even if only one spouse signs this CSA.

9. Commissions

The client understands *FFP* will not receive commissions on transactions that may result from the implementation of the client's financial plan.

10. Registration

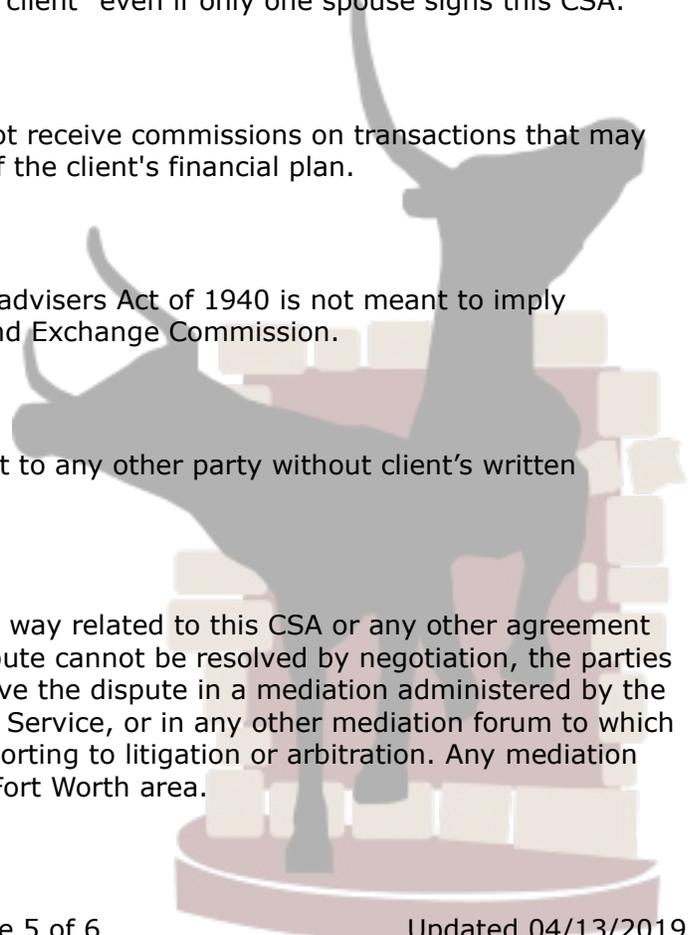
Any reference to the Investment advisers Act of 1940 is not meant to imply registration with the Securities and Exchange Commission.

11. Assignment

*FFP* will not assign this agreement to any other party without client's written consent.

12. Disputes/mediation

If a dispute arises which is in any way related to this CSA or any other agreement between the parties, and the dispute cannot be resolved by negotiation, the parties agree to try in good faith to resolve the dispute in a mediation administered by the Judicial Arbitration and Mediation Service, or in any other mediation forum to which the parties may agree, before resorting to litigation or arbitration. Any mediation shall be conducted in the Dallas/Fort Worth area.



13. Other services

Client acknowledges that FFP does not and will not practice law or accounting in providing advice to client or in preparing the plan or when recommending investment transactions. 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 advice if necessary.

14. Governing law

This agreement shall be governed by the laws of the State of Texas.

15. Adviser is a fiduciary

If Client is: (1) a participant or beneficiary of a Retirement Plan subject to Title I of the Employee Retirement Income Security Act ("ERISA") or described in section 4975(e)(1)(A) of the Internal Revenue Code (the "Code"), with authority to direct the investment of assets in his or her Plan account or to take a distribution; (2) the beneficial owner of an Individual Retirement Account ("IRA") acting on behalf of the IRA; or, (3) a Retail Fiduciary with respect to a plan subject to Title I of ERISA or described in section 4975(e)(1)(A) of the Code, then the Adviser represents that it and its investment adviser representatives are fiduciaries under ERISA or the Code, or both, with respect to any investment advice provided by the Adviser or its investment adviser representatives or with respect to any investment recommendations regarding a Retirement Plan subject to ERISA or participant or beneficiary account.

16. Acknowledgement of Disclosure Statement and Privacy Statement

*Client acknowledges receipt of adviser's disclosure brochure; If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory agreement with this investment adviser, then the client has the right to terminate the agreement without penalty within five business days after entering into the agreement.*

*For the purposes of this provision, an agreement is considered entered into when all parties to the agreement have signed the agreement, or, in the case of an oral agreement, otherwise signified their acceptance, any other provisions of this agreement notwithstanding.*

*FFP's current brochure disclosure statement is available online at <https://www.ffplan.com>.*

*Client acknowledges and agrees to the provisions contained in FFP's Privacy Statement available online at <https://www.ffplan.com>.*

**Adviser and client both acknowledge that this CSA supersedes any previous agreement in existence between the two parties or their predecessor organizations. This CSA is considered valid and legally binding by both parties upon electronic acceptance of terms and payment by client.**