



Service Agreement

Please review this Agreement carefully as it sets forth the understanding between you, ("CLIENT"), and Chamberlain Financial Planning LLC, DBA Chamberlain Financial Planning and Wealth Management ("CFPWM") with the primary address of 125 Mission Street, Suite 3, Santa Cruz, CA 95060, regarding the services CFPWM will provide to the CLIENT.

- This is the original agreement between the CLIENT and CFPWM.
- This replaces prior agreements between the CLIENT and CFPWM.

1. **Services.** CFPWM will provide financial advisory services addressing the specific issue(s) the CLIENT requests as indicated on the attached Appendix(s). CFPWM will provide financial analysis and recommendations to guide CLIENT toward the achievement of CLIENT objectives. CFPWM will limit its analysis to the specific services requested. CLIENT understands that information regarding issues not revealed to or analyzed by CFPWM may have a direct impact on the suitability or accuracy of specific recommendations given. CFPWM may provide you with additional financial advisory services in the future upon specific request(s) from you. The scope of such services and fees 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 CFPWM's duties and liabilities.
2. **Fees.** Financial planning fees will be quoted in Appendix A and may be *By the Hour or Fixed Fee or with a quoted fee range* at the option of the CLIENT or planner. The billing rate for hourly or fee range varies between \$60 to \$300 an hour, depending on which staff is providing the service and are billed in 10-minute increments. The fee services provided under the "expected range" of fees will not exceed the upper limit of the quote. If the CLIENT engages additional services at the conclusion of the initial agreement, the CLIENT agrees to pay for services by the hour and for the fees in effect at that time. Investment Management fees will be quoted in Appendix B. Wealth Management fees will be quoted in Appendix C.
3. **Payment of Fees.** You agree to remit the fees as stated on the attached Appendix(s).
4. **CLIENT Representations.** You represent to CFPWM the following and understand and agree that CFPWM is relying on these representations as an inducement to enter into this *Agreement*:
 - You agree that you will provide CFPWM 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 CFPWM. You understand that CFPWM 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 CFPWM are based on the professional judgment of CFPWM and the information you provide to CFPWM.
 - You understand and agree that due to the possible limited nature of this engagement, CFPWM 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.



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- You understand that all investments involve risks and that some investment decisions will result in losses. You understand that CFPWM cannot guarantee that your investment objectives will be achieved.
- You understand and agree that CFPWM will not be liable for any loss incurred as a result of the services provided to you by CFPWM. 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 CFPWM performs services for other clients and may make recommendations to those clients that differ from the recommendations made to you. You agree that CFPWM 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 CFPWM 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.

5. Confidentiality of Information. All non-public, personal information exchanged between CLIENT and CFPWM shall be treated as confidential and shall not be disclosed to third parties, except as directed by CLIENT or as required by law and according to the CFPWM Privacy Policy you have been provided. By signing AGREEMENT, CLIENT is granting permission to CFPWM to disclose personal information to third parties as necessary to perform the services requested such as (but not limited to) insurance companies for insurance quotes, attorney for estate planning, software provider for financial plan, and employees or sub-contractors of CFPWM etc.

6. Termination. Either party may terminate this agreement 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 within 10 business days. CFPWM will refund any unearned, prepaid fees within 10 business days of written request from the CLIENT. Please see each Appendix for refund provisions.

7. Implementation of Investments. Under Appendix A, CFPWM will not implement investment recommendations unless the services are provided on an hourly basis. Implementation could include; assisting with rollovers, assist in setting up new accounts, three-way calls with broker/dealer, transfer of accounts, etc. Investment implementation is included in the scope of services in Appendix B and C.

8. Multiple Clients. In the event CLIENT is more than one individual (such as a couple), CFPWM is authorized to accept the direction of either party and such direction will be binding on all parties for joint accounts. This does not apply to individually held accounts.

9. Commissions. The CLIENT understands CFPWM will not receive commissions on transactions that may result from the implementation of the CLIENT's financial plan.

10. Registration. CFPWM is registered as an investment advisor with Securities and Exchange Commission.

11. Assignment. CFPWM will not assign the Agreement to any other party without your written consent.



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12. Other Services. The CLIENT acknowledges that CFPWM does not and will not practice law or accounting in providing advice to CLIENT or in preparing the CLIENTS financial 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.

13. Governing Law. This Agreement shall be governed by the laws of the State of California.

14. Receipt of Forms. CLIENT hereby acknowledges receipt of Chamberlain Financial Planning & Wealth Management Form ADV Part 2A, Conflict of Interest Statement and Privacy Policy.

Accepted this date _____

Client Date

Client Date

CHAMBERLAIN FINANCIAL PLANNING AND WEALTH MANAGEMENT

By: _____
Michael Chamberlain, CFP® AIF® Date

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- Appendix A – Project Services Agreement
- Appendix B - Investment Management Agreement
- Appendix C - Wealth Management Agreement