

## Financial Planning Agreement

This Financial Planning Agreement, (this “Agreement”) is between Dorman Skorheim Wealth Management LLC, a California Limited Liability Company (“Advisor”) and the client whose name and address are set forth below (“Client”). This Agreement shall become effective upon the date the last party signs this Agreement.

### 1.A. Services of Advisor

Advisor shall provide the following service(s) to the Client:

- a) **Comprehensive Financial Planning:** Advisor will collect the pertinent data, conduct personal interviews with the Client, and present a comprehensive written financial plan to the Client.
- b) **Specific Financial Planning:** Advisor will collect the pertinent data, conduct personal interviews with the Client, and present selected report(s) to the Client.
- c) **Hourly Financial Consultation:** Advisor will provide specific financial consulting services on an hourly basis.

### 1.B. Fees:

Financial planning services are offered on an hourly basis and billed at an hourly rate of \$200. An estimate of total cost for services rendered is indicated below. The final fee shall be directly dependent upon the facts and circumstances of the client’s financial situation and the complexity of the financial plan or service(s) requested. One-half of the quoted fee (see below) is payable upon the client’s signing this Financial Planning Agreement with the balance due and payable upon presentation of the financial plan or completion of the contracted service(s).

In consideration of the services rendered by Advisor, Client shall pay to Advisor the following fees:

- a) **Comprehensive Financial Planning:** The fee for providing comprehensive financial planning is based on the time required to prepare the financial plan. The fee for this service is estimated to be \$ \_\_\_\_\_.
- b) **Specific Financial Planning:** The fee for providing specific financial planning is based on the time required to prepare the analysis/modular plan. The fee for this service is estimated to be \$ \_\_\_\_\_.
- c) **Hourly Financial Consultation:** The fee for an hourly consultation is based on the time required to perform specific services. The fee for this service is estimated to be \$ \_\_\_\_\_.

### 2. Responsibilities of the Client

Client agrees to provide, on a timely basis, information regarding income and expenses, investments, income tax situations, estate plans, and other pertinent matters as requested by Advisor from time to time. Client also agrees to discuss needs and goals and projected future needs candidly with Advisor and to keep Advisor informed, in writing, of changes in Client’s situation, needs, and goals. Client acknowledges that Advisor cannot adequately perform its services on the Client’s behalf unless Client performs such responsibilities on his/her part and that Advisor’s analysis and recommendations are based on the information provided by Client. Client agrees to permit Advisor to consult with and obtain information about Client from Client’s accountant, attorney, and other Advisors. Advisor shall not be required to verify any information obtained from Client, Client’s attorney, accountant or other Advisors and is expressly authorized to rely on the information received. Client is free at all times to accept or reject any

recommendation from Advisor and Client acknowledges that (s)he has the sole authority with regard to the implementation, acceptance, or rejection of any counseling or advice from Advisor.

### **3. Confidentiality**

All information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties, except as required by law or necessary to carry out designated powers or as granted by the Client.

### **4. Basis of Advice**

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

### **5. Implementation**

The Client is free to obtain legal, accounting, and brokerage services from any professional source to implement the recommendations of Advisor. Client will retain absolute discretion over all investment and implementation of any recommendations.

### **6. Legal and Accounting Services**

It is understood and agreed that Advisor and its employees are not qualified to and will not render any legal or accounting advice nor prepare any legal or accounting documents for the implementation of Client's financial and investment plan. Client agrees that his/her personal attorney and/or accountant solely shall be responsible for the rendering and/or preparation of the following: (i) all legal and accounting advice; (ii) all legal and accounting opinions and determinations; (iii) all legal and accounting documents.

### **7. Termination**

This Agreement may not be modified or amended except in writing and signed by both Advisor and Client. Advisor or Client may terminate the Agreement within 5 days of the date of acceptance without penalty to the client. Thereafter Client will incur a pro rata charge for bona fide advisory services actually rendered prior to such termination. After the five-day period, either party may terminate the Agreement by providing written notice to the other party. Upon termination, any prepaid fees will be pro rated to the date of termination and any *unearned* portion thereof will be refunded to Client.

### **8. Acknowledgment of Disclosure Statement**

\_\_\_\_\_ Client hereby acknowledges receipt of a copy of Part 2 of Advisor's Form ADV and understands that he/she has the right to terminate this Agreement for advisory services without penalty, within five business days after execution of this Agreement.

\_\_\_\_\_ Client hereby acknowledges having received a copy of Advisor's Privacy Policies as required under the Graham-Leach-Bliley Act, Regulation S-P.

### **9. Assignment of Agreement**

No assignment, as that term is defined in the Investment Advisors Act, of this Agreement shall be made by Advisor without the written consent of Client.

### **10. Conflict of Interest**

Pursuant to California Code of Regulations, 10 CCR Section 260.235.2, Advisor hereby makes the following statement: a conflict exists between the interest of Advisor and the interests of the client. Further, the client is under no obligation to act upon Advisor's recommendations, and if the client elects to act on any of the recommendations, the client is under no obligation to effect the transactions through Advisor.

**11. Governing Law**

The internal law of California will govern this Agreement. However, nothing in this Agreement will be construed contrary to the Investment Advisors Act or any rule or order of the Securities and Exchange Commission under the Investment Advisors Act.

**Accepted:**

**CLIENT**

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

**Accepted:**

**DORMAN SKORHEIM WEALTH  
MANAGEMENT LLC**

\_\_\_\_\_  
Advisor Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Date

PO Box 6607  
Laguna Niguel, CA 92677-6607  
(949) 831-3899  
(949) 831-6043

[www.DormanSkorheim.com](http://www.DormanSkorheim.com)