

## Financial Bridges

### Client Services Agreement: Financial Planning and Investment Consultation Services

This Client Services Agreement ("Agreement") is entered into between the client identified on the signature page to this Agreement ("you" or the "Client") and Glenda K. Moehlenpah, CPA d/b/a Financial Bridges ("we," "us" "Financial Bridges" or the "Firm") on the date it is executed by both parties on the signature page (the "Effective Date"). If you have any questions about the content of this Agreement, you should discuss them with us or your legal counsel before you sign this Agreement.

#### SERVICES

You have engaged us to perform the services specified below (the "Services"). We will not provide you with any other services under this Agreement unless modified in writing by both parties to the Agreement. You understand that information regarding specific issues not revealed to or analyzed by us may have a direct impact on the appropriateness, suitability, and/or accuracy of specific recommendations given to you.

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Cash Flow Analysis   | <input type="checkbox"/> Retirement Planning | <input type="checkbox"/> Education Funding                  |
| <input type="checkbox"/> Estate Planning      | <input type="checkbox"/> Risk Management     | <input type="checkbox"/> Investment Analysis and Strategies |
| <input type="checkbox"/> Investment Education | <input type="checkbox"/> Asset Selection     | <input type="checkbox"/> Income Tax Return Preparation*     |
| <input type="checkbox"/> Other: _____         |  |   |

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*\*Preparation of income tax returns is offered only by Glenda K. Moehlenpah, CPA, CFP®.*

We will provide the Services as a One-Time engagement. This means that this Agreement starts on the Effective Date and continues until the later of December 31, 2020 or the date our Services are delivered to you (unless sooner terminated as provided in "Termination" below). You may elect to re-engage us for similar or additional services in the future by executing a new Agreement.

#### FEES

\_\_\_\_ Hourly Fees: Total fee estimate is \$\_\_\_\_\_. Hourly services fees are based on a rate of \$280 per hour, billed in six-minute increments, and a partial increment will be treated as a whole. An initial deposit of \$\_\_\_\_\_, which is equal to the lesser of \$500 or one-half of the estimated fee range, \_\_\_ is/ \_\_\_ is not due upon signing of this Agreement.

You agree to pay us the fees for our Services in the amount and in the manner indicated above (the "Fees"). You acknowledge and agree that the Fees will be in effect until 60 days after we notify you of any change in our standard fee schedule.

#### FEE PAYMENT

The Firm will invoice the Client for fees due. Client will receive an invoice denoting the time period covered and the corresponding fee payment is due upon receipt of invoice.

#### INVESTMENT AUTHORITY

We will not provide ongoing investment supervisory services or portfolio management under this Agreement, and we will not have any discretion with respect to your assets or accounts. If we assist in any transactional support, such assistance will be limited to helping you make trades in your own account(s).

## **SERVICE PROVIDER FEES**

Any transactional or custodial fees assessed by your selected service providers and/or individual retirement account or qualified retirement plan account termination fees are borne by you and are as provided in the separate fee schedule of the selected service provider. Our Fees for the Services are separate from any charges you may pay for mutual funds, exchange-traded funds or other investments, brokerage and other transactional fees, custodial fees and other expenses incurred in connection with transactions you engage in.

## **CCR SECTION 260.235.2 DISCLOSURE**

For Clients who receive our Financial Planning services, we must state when a conflict exists between the interests of our Firm and the interests of our Client. You are under no obligation to act upon our recommendations. If you elect to act on any of the recommendations, you are under no obligation to effect the transaction through our Firm.

## **CCR SECTION 260.238(J) DISCLOSURE**

Please note, lower fees for comparable services may be available from other sources.

## **TERMINATION**

Either party may terminate this Agreement at any time by providing written notice to the other party. If the Firm's Form ADV Part 2A disclosure brochure was not delivered to the Client at least 48 hours prior to entering into the Agreement, then the Client has the right to terminate the engagement without penalty within five business days after entering into the Agreement.

Upon termination in any other circumstance, you will be assessed fees on a prorated basis for Services provided and/or work performed until the date of termination. In the case of prepaid Fees, we will promptly return the unearned amount upon receipt of written termination notice. We will not be responsible for any future allocations, transactions or advice upon termination.

## **CUSTODIAN**

The Client's Assets shall be held by an independent custodian of the Client's selection, not by our Firm.

## **CONFIDENTIALITY OF INFORMATION**

We will regard any information provided by you as confidential and all Services provided by us are confidential, with disclosure only upon such terms and to such parties as designated by the parties or as required by law. Further, you acknowledge you have received our Privacy Policy statement that is included in our Form ADV Part 2A disclosure brochure ("[Brochure](#)").

Notwithstanding the foregoing, you authorize us to provide this Agreement and other necessary information about you to the Custodian or other service providers engaged by you in order to carry out the services for which you have engaged us. In addition, you authorize us to discuss, disclose and provide confidential Client information to outside attorneys, auditors, consultants and any other professional advisers retained by us to assist us in our provision of the Services.

## **ELECTRONIC DOCUMENT DELIVERY**

Whenever practical, documents and information will be electronically delivered to you. Such documents and information include service agreements, account information, forms, revised firm disclosures, and various types of general client communications. Delivery mechanisms may include electronic mail (e-mail), firm web site, and secure data transmission services. The sending of the electronic messages and/or information constitutes delivery of the information, regardless of whether you choose to read it. You may opt-out of or revoke this consent to electronic delivery at any time by providing written notice to us at our main office. However, since we have priced our Services based on the considerable savings of electronic delivery, we reserve the right to charge an administrative fee and postage if paper documents are required. You agree to keep a current, functional e-mail address and will update information with us immediately if an e-mail address or any other contact information changes.

## **MULTIPLE CLIENTS**

In the event the Client is more than one individual, we are authorized to accept the direction of either party and such direction will be binding on all parties. This authority does not extend to individual accounts (i.e., individual retirement accounts, etc.) unless we receive the accountholder's prior written approval.

## **CLIENT REPRESENTATIONS**

You represent to us, acknowledge and agree to the following and understand and agree that we are relying on these representations as an inducement to enter into this Agreement:

- You are legally empowered to enter into and perform this Agreement.
- You will provide us with the information we need to provide the Services.
- The responsibility for financial decisions is yours and you are under no obligation to follow, either wholly or in part, any recommendation or suggestion provided by us.
- We perform services for other clients and may make recommendations to those clients that differ from the recommendations made to you, and we do not have any obligation to recommend for purchase or sale any security or other asset we may recommend to any other client.
- We obtain information from a wide variety of publicly available sources and cannot guarantee the accuracy of the information or success of the advice which we provide; the information and recommendations we develop are based on our judgment and the information you provide us.
- We are not obligated to provide any Services under this Agreement with or for you if, in our judgment, it would (i) violate any applicable federal or state law or any applicable rule or regulation of any regulatory agency, or (ii) be inconsistent with any internal policy maintained by us from time-to-time relating to business conducted with our clients.
- All investments involve risks and some investment decisions will result in losses, including the potential for the loss of your principal that has been invested. You understand that we cannot guarantee the performance of any investment or account, or that your investment objectives will be achieved.
- If your Account contains only a part of your assets, you understand that we will have no responsibility for the diversification of all of your investments, and that we will have no duty, responsibility or liability for your assets that are not in the Account.
- We will not be liable for any loss incurred as a result of the Services provided to you. Nothing in this Agreement will in any way limit or waive any rights you may have under federal or state securities laws.

If this Agreement is entered into by a trustee or other fiduciary, such trustee or fiduciary represents that the Services to be provided by us are within the scope of the services and investments authorized by the governing instruments of, and laws and regulations applicable to you, and that such trustee or fiduciary is duly authorized to enter into this Agreement.

## **PROXY VOTING**

Client or Client's authorized representative retain the right and obligation to vote any proxies relating to the securities held in the Account(s) to the extent consistent with applicable law; provided, however, that Client or Client's authorized representative may delegate such rights and obligations to any other properly authorized agent. We will not take any action or render any advice with respect to the voting of proxies solicited by, or with respect to, the issuers of any securities held in an Account, except to the extent otherwise required by law. If this Agreement is entered into by a trustee or other fiduciary on behalf of an employee retirement income plan subject to the Employee Retirement Income Security Act of 1974 ("ERISA"), including a person meeting the definition of "fiduciary" under ERISA, the trustee or other fiduciary expressly retains the right and obligation to vote proxies, and agrees that we and our representatives are precluded from voting proxies for the plan.

## **REGISTRATION**

We are registered as an investment adviser with the state of California.

## **ASSIGNMENT**

We will not assign this Agreement to any other party without your written consent.

## **DEATH OR DISABILITY**

If the Client is a natural person, the death, disability or incompetency of the Client will not terminate or change the terms of this Agreement. However, the Client's executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to the Firm.

## **DISPUTE RESOLUTION**

If a dispute arises under this Agreement, we encourage you to first contact your investment adviser representative, and then our home office to resolve it. If those discussions do not resolve the matter, then the dispute will be resolved by entering into mediation with a third party mediator acceptable to both of us. If mediation does not resolve the matter, the parties agree to settle by arbitration any controversy between them that arises out of this Agreement or any related transactions contemplated hereby between the parties. Arbitration can be a more efficient and cost-effective method than litigation to resolve disputes.

Such arbitration will be conducted in San Diego, California by a panel of three arbitrators (the "Panel"). Arbitration shall be conducted by, and according to the American Arbitration Association® commercial rules then in effect. Arbitration may be initiated by serving or mailing a written notice to the non-initiating party.

The parties acknowledge the following with respect to this arbitration clause:

- (a) Arbitration is final and binding;
- (b) Each party is waiving their right to seek remedies in court, including a right to a jury trial;
- (c) Pre-arbitration discovery is generally more limited than and different from court discovery proceedings;
- (d) The Panel's award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the Panel is strictly limited;
- (e) The Panel must include at least one arbitrator who was or is affiliated with the securities industry.

Any award the Panel makes will be final and judgment on it may be entered in any court having jurisdiction. The prevailing party shall be entitled to reasonable attorney's fees together with any costs and expenses from arbitration.

This arbitration agreement shall be enforced and interpreted exclusively in accordance with applicable federal law, including the Federal Arbitration Act. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

You understand that nothing in this Agreement modifies any rights you may be afforded under California laws, including the right to choose arbitration or adjudication to resolve disputes.

## **OTHER SERVICES**

You acknowledge that we do not and will not practice law or accounting when providing advice to you or in the preparation of a financial plan. You understand that none of the Fees paid under this Agreement relate to accounting or legal services and that it is your responsibility to obtain accounting or legal advice if necessary.

## **ERISA ACCOUNTS**

You represent that we have been furnished true and complete copies of all documents establishing and governing the plan and evidencing your authority to retain us. You will furnish promptly to us any amendments to the plan, and you agree that, if any amendment affects our rights or obligations, such amendment will be binding on us only when agreed to by us in writing. If ERISA or other applicable law requires bonding with respect to the assets in the Account, you will obtain and maintain, at your expense, bonding that satisfies this requirement and covers us and our affiliated persons.

