**Guttman Financial Planning, Inc.**

**Client Engagement Agreement**

Please review this Client Engagement Agreement (“Agreement”) carefully as it sets forth the understanding between you (the "Client" and any Attorney-In-Fact) and Guttman Financial Planning, Inc. (the “Firm") regarding the services the Firm will provide you. 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.

**Firm Services.** The Firm will provide consultations addressing the specific issue or issues you request in the Addenda. The Firm will provide you with an analysis and recommendations to guide you toward the achievement of your objectives. The Firm may limit its analysis to those areas indicated. You understand that information regarding specific issues not revealed to or analyzed by the Firm may have a direct impact on the suitability or accuracy of specific recommendations given. The term of engagement is referenced in the appropriate Addendum.

**Fees.** The Firm’s financial planning services are based on an hourly fee per the respective Addendum. Portfolio management services are assessed an annualized asset-based fee per the appropriate Addendum which will be based on account balance as of the last market day of the previous quarter, and such fees will be billed quarterly, in arrears. Published Firm fees may be discounted with the final determination made by Firm. The Firm believes its fees are reasonable in light of the type of services to be provided and given the assigned representative’s experience and expertise; the Firm is obligated under statute to inform the Client that similar services may be made available from other sources and potentially at a lesser fee. Fees may be paid by check or teller’s draft from US-based financial institutions, or the Client’s account maintained at their Custodian of Record, following the Client’s written authorization and receipt of Firm notice (invoice). At no time will cash, money order or similar forms of payment be accepted. Per annum interest at the current maximum statutory rate may be assessed on advisory fee balances due more than 30 days. The Firm may refer past due accounts to collections or legal counsel for processing, and reserves the right to suspend some or all services once an account is deemed past due.

**Service Provider Fees.** Any transactional or custodial fees assessed by the selected service providers and/or individual retirement account or qualified retirement plan account termination fees are borne by the Client and are as provided in the current, separate fee schedule of the selected service provider. Fees paid to the Firm for its services are separate from any charges the Client may pay for mutual funds, exchange-traded funds or other similar investments. The Firm does not receive “trailer” or SEC Rule 12b-1 fees from any investment company. Fees charged by these issuers are detailed in prospectuses or product descriptions and Clients are encouraged to read these documents before investing.

**Commissions**. The Firm does not receive commission payments involving any securities recommendation or transaction service.

**Performance-Based Fees.** The Firm shall not receive performance-based fees for its advisory services.

**Termination of Services.** Either party may terminate the Agreement at any time, which will typically be in writing. Should the Client verbally notify the Firm of the termination and, if in two business days following this notification the Firm has not received notice in writing; the Firm may make written notice of such termination in its records and will send its own termination notice to the Client in substitute. The Firm shall not be responsible for future allocations, investment advice or transactional services (except for limited closing transactions) upon receipt of a termination notice, and the Firm will inform the Custodian of Record that the relationship between the Firm and the Client has been terminated. If the Firm’s Form ADV Part 2 brochure was not delivered to the Client at least 48 hours prior to entering into the investment advisory contract, the Client will then have the right to terminate the engagement without fee or penalty within five (5) business days after entering into the agreement. Should the Client terminate a financial planning service engagement after this five-day period, the Client will be assessed a fee based on the Firm’s published hourly rate for any time that may have been incurred by the Firm in the preparation of the Client’s analysis and/or plan. Should a portfolio management services engagement be terminated after the five-day period, the Client will be assessed fees on a prorated basis for services incurred from either (*i*) as a new Client, the date of the engagement to the date of the Firm’s receipt of the written notice of termination; or (*ii*) all other accounts, the last billing period to the date of the Firm’s physical or constructive receipt of written termination notice. The Firm will refund the Client if the Client was required to provide an initial deposit of $500 or more for a financial planning service, the Client provided all requested information, and the Client’s financial plan was not delivered to the Client within six months’ time from the date of the engagement. The Firm shall return any prepaid, unearned fees (if any) within 30 days of the Firm’s receipt of termination notice. Earned fees in excess of any prepaid deposit will be billed at the time of termination and will be due by the Client upon receipt of the Firm’s invoice. The Firm’s return of payment to a Client for hourly and fixed fees will only be completed via check from the Firm’s US-based financial institution; no credits or “transaction reversals” will be issued. The Firm will only coordinate remuneration of prepaid asset-based fees to an investment account via the Custodian of Record.

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**Conflict of Interests.** Firm will provide disclosure throughout the term of the engagement regarding any conflicts of interest which could be reasonably expected to impair the rendering of unbiased and objective advice. The Client is hereby informed that the Firm provides various advisory services to its Clients, including financial planning services; all of which where the Client may pay the Firm a fee. Due to the Firm’s ability to offer two or more services to the Client and possibly receiving an advisory fee for each service, a conflict of interest may exist. Therefore, the Client is under no obligation to act upon the Firm’s recommendations. If the Client elects to do so, the Client is under no obligation to complete these services through the Firm or a recommended service provider/issuer.

**Client Representations.** The Client represents to the Firm the following and understands and agrees that the Firm is relying on these representations as an inducement to enter into this Agreement:

* The Client declares to be legally empowered to enter into or perform this agreement.
* If this Agreement is established by a legal entity, the undersigned certifies that the Agreement has been duly authorized, executed and delivered on behalf of such entity, and that the Agreement is valid by way of resolution or amendment made by the entity to that effect, and authorizing the appropriate officer or director to act on its behalf in connection with this Agreement.
* Client agrees to provide the Firm with the necessary information to provide the agreed upon services.
* Client agrees and acknowledges that the responsibility for financial decisions is theirs and the Client is under no obligation to follow, either wholly or in part, any recommendation or suggestion provided by the Firm.
* Client understands and agrees that the Firm performs services for other clients and may make recommendations to those clients that differ from the recommendations made to the Client. The Client agrees the Firm does not have any obligation to recommend for purchase or sale any security or other asset it may recommend to any other client.
* The Client agrees the Firm 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 the Firm is based on the professional judgment of the Firm and the information the Client provides to the Firm.
* The Client acknowledges and agrees that the Firm shall not be obligated to provide any services under this Agreement with or for the Client if, in the Firm’s reasonable judgment, this 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 the Firm relating to business conduct with its Clients.
* Client acknowledges all investments involve risks and that some investment decisions will result in losses, including the potential for the loss of their principal that has been invested. The Client understands that the Firm cannot guarantee their investment goals or planning objectives will be achieved.
* If the account contains only a portion of the Client’s total assets, the Firm shall not be responsible for the supervision of those Client assets not under management or otherwise covered by this Agreement.
* The Client understands and agrees that the Firm will not be liable for any loss incurred as a result of the services provided to the Client by the Custodian of Record under the Client’s direction.

**Confidentiality of Information.** The Firm will regard any information provided by the Client as confidential and all recommendations and/or advice provided by the Firm shall be confidential, with disclosure only upon such terms and to such parties as designated by the parties as required by law. By executing this Agreement the Client acknowledges he/she has received the Firm’s privacy policy statement that has been incorporated into the Firm’s Form ADV Part 2 brochure.

**Multiple Clients.** In the event the Client is more than one individual, the Firm is 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 the Firm receives the account holder’s prior written approval.

**Electronic Document Delivery. Whenever practical,** documents and information will be electronically delivered to the Client. Such documents and information include, but are not limited to, service agreements, account information, forms, revised advisory firm disclosures and various types of general Client communications. Delivery mechanisms may include electronic mail (e-mail), firm web site, portal, and secure data transmission services. The sending of electronic messages and/or information shall constitute delivery of the information, regardless of whether the Client chooses to read it. The Client may opt-out of or revoke this consent to electronic delivery at any time by providing written notice to Firm at its main office.

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**Proxy Voting.** The Firm does not vote Client proxies, including accounts served under a discretionary agreement. The Client shall be responsible for directing the manner in which proxies solicited by issuers of securities the Client beneficially owns shall be voted, and will make all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to Client assets.

**Registration.** The Firm is an investment adviser registered with the State of California. The Firm may register, become licensed or meet exemption to registration and/or licensing in other jurisdictions it may conduct investment advisory business. Any reference to the Investment Advisers Act of 1940, as amended, in any Client document does not imply registration with the United States Securities and Exchange Commission (SEC).

**Assignment.** The Firm will not assign this Agreement to any other party without the Client’s prior 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.

**Disputes.** A dispute, controversy, or claim that arises from this Agreement may be settled through direct negotiation, mediation, arbitration or litigation. If direct negotiation fails, the Firm suggests that either mediation or arbitration, pursuant to JAMS’ Streamlined Arbitration Rules and Procedures, be considered as a mechanism for resolution. Each party shall be responsible for the cost of its own legal representation at any proceeding. The parties agree that the venue for any dispute resolution or legal action shall be in a mutually agreeable location within the State of California. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith; therefore, nothing contained in this Agreement shall constitute a waiver of any rights that you may have under federal and state securities laws to pursue a remedy by other means.

**Other Services.** The Client acknowledges that the Firm does not and will not practice law or offer accounting services when providing financial planning or investment advice to the Client. The Client understands that none of the fees paid under this contract relate to such services and that it is the responsibility of the Client to obtain such advice if necessary.

**Captions and Headings.** The captions and headings of the paragraphs in this Agreement and its Addenda are only for convenience and shall not be used in construing or interpreting this Agreement.

**Severability.** Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

**Entire Agreement; Modification.** This Agreement constitutes the final, complete and entire Agreement between the parties and supersedes all prior and contemporaneous understandings or agreements of the parties, and is binding on and inures to the benefit of their respective heirs, representatives, successors, and assigns. This Agreement may be modified only by amendment in a writing signed by the parties to this Agreement, which specifically states that the amendment modifies this Agreement.

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

*The Client hereby acknowledges receipt of Part 2 of Form ADV that includes the Firm’s Statement of its Privacy Policy. The Client is hereby informed that they have the right to terminate the contract without penalty within five (5) business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract or any other provisions of this contract notwithstanding.*

**| |**

Client Signature Spouse/Partner/Joint Account Signature Date

**|**

Print Client Name Print Spouse/Partner/Joint Account Partner Name

E-Mail Address [One per Client Engagement Agreement.]

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*I hereby opt-out of consent to electronic delivery of documents. I understand that I will receive no formal written communications from the Firm via electronic means and that I may be charged current postage fees*:

Signature (***Only if opting out of electronic delivery****.*)

***NOTICES TO BE SENT TO -***

To Client:

Street Address

City State Zip Code

To Firm: Guttman Financial Planning, Inc.

1049 16th Street/Suite #4  
Santa Monica, CA 90403

By:

President Date

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##### Addendum – Financial Planning Services

|  |  |  |  |
| --- | --- | --- | --- |
|  | Cash Flow Analysis/Debt Management |  | Risk Management |
|  | Employee Benefits |  | Personal Retirement Planning |
|  | College Funding |  | Tax Strategies |
|  | Estate Planning |  | Divorce Planning |
|  | Investment Consultation |  | Broad-Based Planning Services |
|  | Plan Review |  | Other |

**Term of Services**. The Agreement begins on the effective date below and shall continue not later than \_\_\_\_\_\_\_\_\_\_ or the date our recommendation/services are delivered to the Client unless sooner terminated as provided in the Agreement. The Client may elect to re-engage the Firm for similar or additional services in the future by executing a new Addendum or entire Agreement. Unless otherwise modified, the terms of this Agreement will apply during any re-engagement. A report will be delivered on or about: .

**Investment Authority.** The Firm shall only serve accounts on a nondiscretionary basis. Such account authority requires the Client’s prior approval involving the investment and reinvestment of account assets, portfolio rebalancing, or for the Firm to give instructions to the Custodian maintaining an account (i.e., wire instructions, etc.).

**Fees Assessed.** Services shall be assessed at a rate of $240 per hour, billed in 15-minute increments, and a partial increment will be treated as a whole. The estimated time to complete the plan or advice delivery is \_\_\_\_\_ hours which correlates into an *estimated* fee of $. The fee shall be due upon plan delivery. An hourly engagement lasting more than one month may be billed at the end of each month for time incurred.

**Payment Type \_\_\_\_\_\_ Check \_\_\_\_\_\_ Teller Draft**  **\_\_\_\_\_\_ Custodian Withdrawal Request\* *[Initial One]***

**\***The Client’s written authorization is required and the Firm will provide notice (invoice), that includes the total fee assessed, covered time period, calculation formula utilized, if any, as well as reference to the account and/or service in which the fee had been based. All fees deducted from an investment account will be clearly noted on statements that the Client will receive from the Custodian of Record. By signing this Addendum and selecting this option, as well as the Custodian of Record account opening documents, the Client will be authorizing the withdrawal of advisory fees from their account. The withdrawal of these fees will be accomplished by the Custodian of Record upon our Firm’s instructions, and the Custodian will remit advisory fees due directly to the Firm. The Client shares in the responsibility to verify the accuracy of fee calculations; the Custodian may not necessarily verify fee accuracy for the Client.

**The Client acknowledges receipt of Part 2 of Form ADV dated and that this Addendum represents an amendment to the Client Engagement Agreement (Agreement) executed on (month) (day), (year), and that all other terms and conditions of the original Agreement shall remain in full force and effect.**

**| |**

Client Signature Spouse/Partner/Joint Account Signature Date

By:

President Date

##### Addendum – Portfolio Management Services

**Term of Services**: Engagements involving portfolio management services are considered ongoing and continuous during the span of the engagement until terminated by either Party under the terms of the Agreement.

**Custodian of Record**: The Custodian of Record for the Account(s) is: .

**Investment Authority.** Under this Agreement, the Firm will provide its portfolio management services under: ***(Initial One)***

\_\_\_\_\_ **Discretionary Basis**. Similar to a limited power of attorney, *discretionary authority* allows the Firm to implement investment decisions, such as the purchase or sale of a security on behalf of the Client’s Account, without requiring the Client’s prior authorization for each transaction in order to meet stated Account objectives. The Firm will allow for reasonable restrictions involving the management of the Account. The Client may amend Account authority by providing the Firm revised written instruction. The Custodian of Record will specifically limit the Firm’s authority in the Account to the placement of trade orders and its request for the deduction of Firm advisory fees.

\_\_\_\_\_ **Non-Discretionary Basis**. The Client’s Account(s) is managed in a *non-discretionary* manner, requiring the Client’s prior approval for each transaction with regard to the investment and reinvestment of Client Account assets or for the Firm to give instructions to the Account custodian maintaining the Client Account. The Client acknowledges that in light of the requirement for pre-approval, the Client must make themselves available and keep the Firm updated on the Client’s contact information so that instructions can be efficiently effected.

**Fees Assessed**: Portfolio management services fees are based an annualized asset-based fee that will be determined by the reported account value as of the last market day of each quarter. The Client will be assessed the fee on a quarterly basis, in arrears, per the following table:

|  |  |
| --- | --- |
| **Assets Under Management** | **Annualized Asset-Based Fee** |
| $0 - $99,999 | 1.25% (125 basis points) |
| $100,000 - $499,999 | 1.00% (100 basis points) |
| $500,000 - Above | 0.80% (80 basis points) |

**Fee Assessments**: For purposes of determining account asset values, accounts will be assessed in accordance with the values disclosed on the statement the Client receives from the Custodian of Record for the purpose of verifying the computation of the advisory fee. In the rare absence of a reportable market value, the Firm may seek a third-party opinion from a recognized industry source (e.g., public accounting firm), and the Client may choose to separately seek such an opinion as to the valuation of “hard-to-price” securities if necessary. The first billing cycle will begin once this Addendum is executed and account assets have settled into the Client’s separately identifiable account held by the Custodian of Record. The applicable fees referenced in this Addendum are for advisory services of the Firm and do not include transactional or brokerage fees the Client may be assessed and as disclosed in the Custodian of Record fee schedule. The Client authorizes the Firm through the execution of the Agreement and this Addendum, as well as account opening documents of the Custodian of Record, to request the deduction of the Firm’s fee from the Client’s account(s), where applicable. The Firm will concurrently send the Client and Custodian of Record a written notice (“invoice”) each billing period that describes the advisory fees to be deducted from the Client account at the Firm’s request. The notice will be delivered prior to the deduction of fees. The notice will include the total fee assessed, covered time period, calculation formula utilized, and reference to the assets under management in which the fee had been based. All fees will be clearly noted on Client statements that will be provided by the Custodian of Record. The withdrawal of fees will be accomplished by the Custodian of Record, not by the Firm, and the Custodian will remit the Firm’s advisory fees directly to the Firm.

**Payment Type *[Initial One]* \_\_\_\_\_\_ Direct Payment\* \_\_\_\_\_\_ Custodian Withdrawal**

\*Direct payment accounts must be paid to the Firm within 15 days if invoice.

**The Client acknowledges receipt of Part 2 of Form ADV dated and that this Addendum represents an amendment to the Client Engagement Agreement (Agreement) executed on (month) (day), (year), and that all other terms and conditions of the original Agreement shall remain in full force and effect.**

**| |**

Client Signature Spouse/Partner/Joint Account Signature Date

By:

President Date

**Addendum – Permission to Share Information**

I hereby authorize Guttman Financial Planning, Inc. to share my/our financial information with [strike out those not approved] my spouse/domestic partner, accountants, attorneys, insurance agents, and/or (state legal name) as necessary to provide advice or service. I understand that this authorization shall remain in effect unless and until I choose to revoke it in writing, which I may do at any time. I further understand that this does not constitute a power of attorney over my account(s).

I do not grant the Firm to specifically communicate with:

Client Signature Spouse/Partner/Joint Account Signature

Printed Name Printed Name

Date Date