

# Financial Coaching Agreement

On this date \_\_\_\_\_, by and between 1 BLUEBILL Financial, LLC and \_\_\_\_\_ (“Client(s”).

Client engages with 1 BLUEBILL Financial, LLC (“1 BLUEBILL Financial”) to provide financial coaching. 1 BLUEBILL Financial hereby accepts appointment and fiduciary duty of utmost good faith to act solely in the best interests of each client pursuant to the terms and conditions set forth in this Agreement and to comply with impartial conduct standards of:

- Charging no more than reasonable compensation for services provided; and
- Making no misleading statements regarding investments, compensation and conflicts of interest.

Client will retain 1 BLUEBILL Financial for ongoing coaching services. 1 BLUEBILL Financial will be providing coaching in the areas outlined below.

1 BLUEBILL Financial offers financial coaching services to help Clients. Coaching services will continue from year to year unless cancelled in writing by either party. Client may terminate the Agreement within five (5) days without obligation.

Services will include the following:

- Initial meeting (in person or virtual) – up to two hours
- Follow up meeting to deliver and discuss initial recommendations – up to 90 minutes
- Written financial planning recommendations (paper and/or electronic) – updated annually
- Regular accountability check-in emails to stay on track
- Phone or email access to answer questions

The coaching sessions may include, but are not limited to: a net worth statement; a cash flow statement; a review of investment accounts; strategic tax planning; a review of retirement accounts and plans including recommendations; risk management including a review of insurance policies and recommendations for changes, if necessary; estate planning review and recommendations; and education planning with funding recommendations.

Implementation of the recommendations is at the discretion of the client.

## Fees

Ongoing Financial Coaching Services are offered for a monthly fee of \$50 to \$500. Fees are based on the unique client fees and complexity of the services required. Prior to the planning process the client will be provided an estimated fee. Client will pay the monthly fee each month within 10 days of the receipt of invoice. Client may cancel within five (5) business days of signing Agreement for a full refund. If the client cancels after five (5) business days, any unearned fees will be refunded to the client, or any unpaid earned fees will be due to 1 BLUEBILL Financial. Pursuant to CCR Section 260.238(j), lower fees for comparable services may be available from other sources.

## Notices

All notices and other communications contemplated by this Agreement shall be deemed duly given if it is transmitted to 1 BLUEBILL FINANCIAL at the email or mailing address listed on Form ADV Part 2A and to Client at the address of record, or at such other address or addresses that shall be specified, in each case, in a written notice similarly given.

## Determining Financial Coaching Fee

	Low Complexity (1 pt)	Medium Complexity (2 pts)	High Complexity (3 pts)
Fee range	\$500-\$1600 per year	\$1,400-\$3,400 per year	\$3,000-\$6,000 per year
1. Number of clients	<input type="checkbox"/> One	<input type="checkbox"/> Two	<input type="checkbox"/> More than Two
2. Number of dependents	<input type="checkbox"/> None	<input type="checkbox"/> One to three	<input type="checkbox"/> Four or more
3. Number of goals	<input type="checkbox"/> Up to two	<input type="checkbox"/> Three or four	<input type="checkbox"/> More than four
4. Number of real estate properties	<input type="checkbox"/> One or two	<input type="checkbox"/> Three or four	<input type="checkbox"/> More than four
5. Participation of other professionals	<input type="checkbox"/> N/A	<input type="checkbox"/> Initial meetings	<input type="checkbox"/> Ongoing meetings
6. Participation of other family members	<input type="checkbox"/> N/A	<input type="checkbox"/> Initial meetings	<input type="checkbox"/> Ongoing meetings
<b>CASH MANAGEMENT</b>			
7. Income sources	<input type="checkbox"/> One	<input type="checkbox"/> Two to three	<input type="checkbox"/> More than three
8. Bank/CU Accounts	<input type="checkbox"/> One	<input type="checkbox"/> Two to five	<input type="checkbox"/> More than five
9. Debt Accounts	<input type="checkbox"/> None	<input type="checkbox"/> One to three	<input type="checkbox"/> More than three
10. Annual expenses	<input type="checkbox"/> Less than \$100,000	<input type="checkbox"/> \$100,000 - \$300,000	<input type="checkbox"/> More than \$300,000
11. Annual savings (as a % of income)	<input type="checkbox"/> More than 15%	<input type="checkbox"/> 4% to 15%	<input type="checkbox"/> 0% to 3%
<b>RISK MANAGEMENT</b>			
12. Insurable entities (automobiles, homes, etc.)	<input type="checkbox"/> One to three	<input type="checkbox"/> Four to eight	<input type="checkbox"/> More than eight
<b>INVESTMENT PLANNING</b>			
13. Investment accounts – tax qualified	<input type="checkbox"/> One	<input type="checkbox"/> Two to four	<input type="checkbox"/> More than four
14. Investment accounts – non-qualified	<input type="checkbox"/> One	<input type="checkbox"/> Two to four	<input type="checkbox"/> More than four
<b>TAX PLANNING</b>			
15. Income Tax Returns	<input type="checkbox"/> One	<input type="checkbox"/> Two	<input type="checkbox"/> More than two
<b>RETIREMENT PLANNING</b>			
16. Years to retirement	<input type="checkbox"/> More than 20	<input type="checkbox"/> Less than 20	<input type="checkbox"/> Retired
<b>ESTATE PLANNING</b>			
17. Beneficiaries, Wills, Trusts	<input type="checkbox"/> Acknowledge	<input type="checkbox"/> Analyze	<input type="checkbox"/> Resolve gaps
<b>Total for each column</b>	____ (0-17)	____ (0-34)	____ (0-51)
Low complexity (17-27) ____ + Medium complexity (28-40) ____ + High complexity (41-51) ____ = ____ <b>TOTAL</b>			

The ongoing monthly fee will be \$\_\_\_\_\_. The first payment will be due: \_\_\_\_ / \_\_\_\_ / \_\_\_\_.

Fees will be deducted at the beginning of each month from Account \_\_\_\_\_ managed by 1 BLUEBILL Financial.

Client acknowledges that representatives of 1 BLUEBILL Financial may provide client with various insurance products upon which a commission may be paid to 1 BLUEBILL Financial representatives, and such commissions are separate and apart from the fees charged under this Agreement. A conflict exists because of the relationship. This conflict is mitigated by disclosures, procedures, and the firm's Fiduciary obligation. The client is under no obligation to act upon the investment advisor's recommendations. If the client elects to act on any of the recommendations, the client is under no obligation to effect the transaction through 1 BLUEBILL Financial or its representatives.

**DURATION and TERMINATION**

This Agreement shall become effective on the date written above and shall continue in effect until terminated by either party by giving to the other party thirty (30) days written notice. Ongoing Coaching arrangements will continue from year to year unless cancelled in writing by either party. Client may terminate the Agreement within five (5) days without obligation. No assignment of this agreement by 1 BLUEBILL Financial shall be effective without the prior written consent of Client.

**CONFIDENTIALITY**

Except as otherwise agreed in writing or as required by law, 1 BLUEBILL Financial will exercise the highest degree of due diligence and care with respect to keeping confidential all Client information. In addition, Client grants 1 BLUEBILL Financial authority to discuss, disclose, and provide confidential Client information to outside attorneys, auditors, consultants and any other professional advisors retained by 1 BLUEBILL Financial to assist in the management of this Agreement.

**ENTIRE AGREEMENT**

This Agreement embodies all our understandings and agreements regarding terms and conditions of this Agreement. This Agreement may not be amended except in writing signed by both of the parties.

**GOVERNING LAW**

The validity of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance by the laws of the state of residence of the client in which the Client resides.

**BROCHURE**

Client acknowledges receipt of Part 2 of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Part 2A Appendix 1 of Form ADV, if the client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written advisory contract with this investment adviser, then the client has the right to terminate the contract without penalty within five 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, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

Client chooses to have all required documents delivered via electronic communication, including, but not limited to, the documents listed above via the Email Address noted below in the Client Data section.

**Email Address Certification.** You certify that the Email Address you provided below is a functioning email address; owned and maintained by you or your agent on your behalf, and that all electronic communications of reports sent to the Email Address shall be accessible by you. You agree to notify us in writing, of any change in the Email Address.

1 BLUEBILL FINANCIAL reserves the right to email additional forms and/or documents to the email indicated below. My signature below authorizes 1 BLUEBILL FINANCIAL to send any forms or documents that they feel are necessary to my email address.

**Scope of Services**

**1 BLUEBILL Financial, LLC**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**My signature below authorizes the above fee schedule and acknowledges receipt of the Form ADV Part 2A & 2B and Privacy Notice of 1 BLUEBILL Financial.**

**CLIENT DATA**

Name(s): \_\_\_\_\_

Client Signature: \_\_\_\_\_ Email: \_\_\_\_\_ Date: \_\_\_\_\_

Client Signature: \_\_\_\_\_ Email: \_\_\_\_\_ Date: \_\_\_\_\_

# Asset Management Agreement

On this date \_\_\_\_\_, by and between 1 BLUEBILL Financial, LLC and \_\_\_\_\_ (“Client(s”).

## **WITNESSETH**

WHEREAS, the undersigned Client being duly authorized has funds available (“Account”). In consideration of the premises and mutual covenants contained herein, and intending to be legally bound hereby agrees to the following terms and conditions:

**ASSET MANAGEMENT SERVICES** – 1 BLUEBILL Financial offers non-discretionary direct asset management services to advisory Clients. 1 BLUEBILL Financial will offer Clients ongoing portfolio management services through determining individual investment goals, time horizons, and objectives. Investment strategies, investment selection, asset allocation, portfolio monitoring and the overall investment program will be based on the above factors.

### **(A) Appointment and Acceptance as Investment Advisor**

The Client hereby appoints 1 BLUEBILL Financial as investment advisor for the Account. 1 BLUEBILL Financial shall supervise and direct the investments of and for the Account, subject to the objectives, limitations and restrictions listed in the Client’s Investment Policy Statement (Schedule A).

### **(B) Duties of 1 BLUEBILL Financial**

1 BLUEBILL Financial accepts appointment and fiduciary duty of utmost good faith to act solely in the best interests of each Client pursuant to the terms and conditions in this Agreement and to comply with impartial conduct standards of:

- Charging no more than reasonable compensation for services provided; and
- Making no misleading statements regarding investments, compensation and conflicts of interest.

1 BLUEBILL Financial shall **with Client’s prior approval**:

1. Direct the Custodian to invest, reinvest or sell the Account assets in common and preferred stocks, bonds, debentures, notes, mutual fund shares, exchange traded funds, options, variable life insurance, and variable annuities.
2. Direct the Custodian to exercise or abstain from exercising any options, privileges or rights held as part of the account.
3. Provide to Client at least monthly a written statement of the investments of the Account. This statement may come directly from the Custodian.

**1 BLUEBILL Financial will not be required to take any action or offer any advice with respect to the voting of proxies solicited by or with respect to the issuers of securities in which assets of the Account may be invested from time to time.**

1 BLUEBILL Financial represents and warrants that it has full power and authority to enter into this Agreement and to perform this Agreement in accordance with its terms and that it is duly registered as an investment advisor under the laws of the State of Minnesota and other jurisdictions in which it may conduct business.

### **(C) Duties of Client**

Client agrees to:

1. Notify 1 BLUEBILL Financial of a change in life status including but not limited to, employment, retirement, marital status, household or event that would have a material effect on a financial strategy or implication.
2. Promptly notify 1 BLUEBILL Financial in writing of any changes to its investment policy, and any changes to the restrictions or limitations applicable to the Account, and to provide 1 BLUEBILL Financial with prior written notice of any changes in the identity of persons authorized to act on behalf of the Client with respect to the Account.
3. Execute any and all agreements, including limited powers of attorney, necessary or appropriate to enable 1 BLUEBILL Financial to perform its asset management services hereunder.
4. Cause the Custodian to pay all Account charges and fees, including but not limited to brokerage commissions and taxes, and Asset management fees.
5. Client is under no obligation to act on any of the adviser's recommendations or effect such recommendations through the adviser pursuant to California Code of Regulation, Section 260.235.2(a)(2).

### **(D) Services to Other Clients**

It is understood that 1 BLUEBILL Financial performs asset management services for various Clients. Client agrees that 1 BLUEBILL Financial may give advice and take action in the performance of its duties with respect to any of its other Clients which may differ with the advice given or action taken with respect to the Account, so long as it is 1 BLUEBILL Financial’s policy, to the extent practical, to allocate investment opportunities to the Account over a period of time on a fair and equitable basis relative to other Clients. Nothing in this Agreement shall be deemed to confer upon 1 BLUEBILL Financial any obligation to acquire for the Account a position in any security which 1 BLUEBILL Financial, its principals or employees may acquire for its or their own accounts or for the account of any other Client, if in the sole and absolute discretion of 1 BLUEBILL Financial it is not for any reason practical or desirable to acquire a position in such security for the Account. 1 BLUEBILL Financial shall not be held responsible for any loss incurred by reason of any act or omission of any broker or the Custodian for the Account.

### **(E) Fees**

Client agrees to pay to 1 BLUEBILL Financial an annual asset management fee, payable monthly and in arrears based on an average daily balance of the account for the previous month. The fee is calculated based on the total market value of assets in the Account managed by 1 BLUEBILL Financial each day during the billing period pursuant to the fee agreed to in Schedule D.

Accounts opened within a given month are charged a pro rata share at the end of the current month. In the event of termination of the Account, 1 BLUEBILL Financial is entitled to a pro rata fee for the days service was provided in the final month. This final fee is deducted from the Account prior to transfer.

In computing the market value of any investment of the Account, each security listed on any national securities exchange or otherwise subject to current last-sale reporting shall be valued at the last sale price on the valuation date. Such securities which are not traded nor subject to last-sale reporting shall be valued at the latest available bid price reflected by quotations furnished to 1 BLUEBILL Financial by such sources as it may deem appropriate. Any other security shall be valued in such manner as shall be determined in good faith by 1 BLUEBILL Financial to reflect its fair market value.

The asset management fee is billed directly to the Custodian, with an informational copy of the invoice to Client. The Custodian deducts the fee for the Account upon receipt of the invoice, or shortly thereafter. Pursuant to CCR Section 260.238(j), lower fees for comparable services may be available from other sources.

Client shall be given thirty (30) days prior written notice of any increase in fees and Client will acknowledge, in writing, any agreement of increase in said fees.

1 BLUEBILL Financial will not receive "performance fees" (i.e., compensation based on a share of capital gains or capital appreciation of the investments in Client's Account. Pursuant to CCR Section 260.238(j), lower fees for comparable services may be available from other sources.

**(F) Custodian**

The Custodian, at the time this Agreement is executed, is identified in Schedule C. 1 BLUEBILL Financial may receive certain administrative benefits from the Custodian that enable 1 BLUEBILL Financial to provide the Client with management services. Under no circumstances will 1 BLUEBILL Financial act as Custodian for the Account or have possession of any portion of the cash or investments of the account except for authorized fee withdrawal.

**1 BLUEBILL Financial is deemed to have constructive custody solely because management fees are directly deducted from Client's accounts by the custodian on behalf of 1 BLUEBILL Financial.**

**(G) Directed Brokerage**

In circumstances where a Client directs 1 BLUEBILL Financial to use a certain broker-dealer, 1 BLUEBILL Financial still has a fiduciary duty to its Clients. The following may apply with Directed Brokerage: 1 BLUEBILL Financial's inability to negotiate commissions, to obtain volume discounts, disparity in commission charges among Clients, and conflicts of interest arising from brokerage firm's referrals.

**(H) Duration and Termination**

This Agreement shall become effective on the date written above and shall continue in effect until terminated by either party by giving to the other party thirty (30) days written notice. If the agreement is terminated, the Client is entitled to a pro rata refund of any prepaid fees.

No assignment of this Agreement by 1 BLUEBILL Financial shall be effective without the prior written consent of Client. Client may terminate the Agreement within five (5) business days of signing, without penalty, and with full refund. Sections H, J and N of this Agreement shall survive any termination hereof.

**(I) Confidentiality**

1 BLUEBILL Financial agrees that all information concerning the financial affairs of Client shall be treated as confidential and shall not be disclosed to third parties without prior authorization of Client, except as required by law.

**(J) Market Conditions**

Client acknowledges that 1 BLUEBILL Financial's past performance and advice regarding Client's Account cannot guarantee future results. **Client investments can appreciate or depreciate.** 1 BLUEBILL Financial does not guarantee or warranty that services offered will result in profit.

**(K) Notices**

All notices and other communications contemplated by this Agreement shall be deemed duly given if it is transmitted to 1 BLUEBILL FINANCIAL at the email or mailing address listed on Form ADV Part 2A and to Client at the address of record, or at such other address or addresses that shall be specified, in each case, in a written notice similarly given.

**(L) Governing Law**

The validity of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws governed by the laws of the state of residence of the Client, except to the extent preempted by ERISA.

Notwithstanding the foregoing, nothing contained in the preceding paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable state and federal securities laws or any other laws whose applicability is not permitted to be contractually waived.

**(M) Captions**

The section headings of this Agreement are inserted for convenience of reference only, and shall not affect the interpretation of this Agreement.

**(N) Brochure and Privacy Notice**

Client acknowledges receipt of Part 2 of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Part 2A Appendix 1 of Form ADV, if the Client is entering into a wrap fee

program sponsored by the investment adviser. If the appropriate disclosure statement was not delivered to the Client at least 48 hours prior to the Client entering into any written asset management contract with this investment adviser, then the Client has the right to terminate the contract without penalty within five 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, in the case of contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

Client chooses to have all required documents delivered via electronic communication, including, but not limited to, the documents listed above via the Email Address noted below in the Client Data section.

**Email Address Certification.** You certify that the Email Address you provided below is a functioning email address; owned and maintained by you or your agent on your behalf, and that all electronic communications of reports sent to the Email Address shall be accessible by you. You agree to notify us in writing, of any change in the Email Address.

1 BLUEBILL FINANCIAL reserves the right to email additional forms and/or documents to the email indicated below. My signature below authorizes 1 BLUEBILL FINANCIAL to send any forms or documents that they feel are necessary to my email address.

**(O) Limitation of Liability**

1 BLUEBILL Financial shall not be responsible for acts, omissions, or solvency of the Custodian or any broker or agent selected by it to affect any transactions for the Account. 1 BLUEBILL Financial shall not be relieved of any liability imposed by the Investment Advisors Act of 1940 or any applicable state laws that cannot be waived. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith and therefore nothing contained in the agreement shall in any way constitute a waiver or limitation of rights a Client may have under federal and state securities laws.

**(P) Entire Agreement and Amendment**

This Agreement (including the Schedules listed below) contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior written agreements and understandings with respect hereto. This Agreement may only be amended or modified, and the terms hereof may only be waived, by a writing signed by all parties hereto or in the case of a waiver, by the party entitled to the benefit of the terms being waived.

**(Q) Arbitration**

Any controversy or claim, including, but not limited to, errors and omissions arising out of, or relating to, this Agreement or the breach thereof, may be settled by arbitration, if the parties agree to arbitrate the controversy or claim and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Client understands that this Agreement to consider arbitration does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under federal or state securities laws.

Schedule A	Client's Individual Account Level Suitability
Schedule B	Identification of Authorized Persons
Schedule C	Identification of Custodian
Schedule D	Schedule of Fees

**SCHEDULE A Client's Individual Account Level Suitability**  
 Complete the information below for each different registration type.

Owner of Account	Type of Account	Risk Tolerance	Investment Objective	Investment Horizon	Restrictions	Source of Funds	Liquidity Needs

Attach additional sheets as necessary.

**SCHEDULE B Identification of Additional Authorized Persons**

The following additional persons are authorized to receive information with respect to the Account. Client will provide 1 BLUEBILL Financial with prior written notice of any changes to authorized persons.

Name(s): \_\_\_\_\_

**SCHEDULE C Identification of Custodian**

Brokerage Firm: \_\_\_\_\_

**Schedule D Schedule of Fees**

**Managed by 1 BLUEBILL Financial**

1 BLUEBILL Financial offers non-discretionary asset management services to management Clients. The annual fee will be a percent of assets under management not to exceed 1%.

The annual fee may be negotiable. Fees are billed monthly in arrears based on the amount of assets managed as of the close of business on the last business day of each month. Lower fees for comparable services may be available from other sources. Clients may terminate their account within five (5) business days of signing the Asset Management Agreement with no obligation. Clients may terminate management services with thirty (30) days written notice. Clients will be charged a prorated fee for accounts opened mid-billing period. For accounts closed mid-billing period unpaid earned fees will be due to 1 BLUEBILL Financial. Client shall be given thirty (30) days prior written notice of any increase in fees. Any increase in fees will be acknowledged in writing by both parties before any increase in said fees occurs.

For example if plan assets are \$1,000,000 and the annual fee is 0.5%, the monthly fee will be calculated:  $\$1,000,000 \times 0.04167\% = \$416.70$ . The annual fee for assets under management is: \_\_\_\_\_

For fees that are directly deducted from the account by the custodian:

- 1 BLUEBILL Financial will provide the Client with an invoice prior to instructing the custodian to deduct the fee stating the amount of the fee, the formula used to calculate the fee, the amount of assets under management the fee is based on and the time period covered by the fee;
- 1 BLUEBILL Financial will obtain written authorization signed by the Client allowing the fees to be deducted; and
- The Client will receive monthly statements directly from the custodian which disclose the fees deducted.

Client acknowledges that representatives of 1 BLUEBILL Financial may provide Client with various insurance products upon which a commission may be paid to 1 BLUEBILL Financial representatives, and such commissions are separate and apart from the fees charged under this Agreement. A conflict exists because of the relationship. This conflict is mitigated by disclosures, procedures, and the firm's Fiduciary obligation. 1 BLUEBILL Financial is in compliance with CCR Section 260.235.2. The Client is under no obligation to act upon the investment advisor's recommendations. If the Client elects to act on any of the recommendations, the Client is under no obligation to effect the transaction through 1 BLUEBILL Financial or its representatives.

IN WITNESS WHEREOF, the parties hereto have executed and agreed to this Agreement as of the date first above written.

**1 BLUEBILL Financial, LLC**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**My signature below authorizes the above fee schedule and acknowledges receipt of the Form ADV Part 2A & 2B and Privacy Notice of 1 BLUEBILL Financial.**

**CLIENT DATA**

Name(s): \_\_\_\_\_

Client Signature: \_\_\_\_\_ Email: \_\_\_\_\_ Date: \_\_\_\_\_

Client Signature: \_\_\_\_\_ Email: \_\_\_\_\_ Date: \_\_\_\_\_