Client Service Agreement - Hourly Engagement

Please review this Agreement carefully as it sets forth the understanding between you ("Client") ____ located at __________________________________, and **Four Ponds Financial Planning** located at 101 Town Hall Square, Falmouth, MA 02540, regarding the services **Four Ponds Financial Planning** will provide you. If you have any questions about the content of this Agreement we should discuss them before you sign this Agreement.

1. **Initial Services.** **Four Ponds Financial Planning** will provide consultations addressing the specific issue or issues you request as indicated below. **Four Ponds Financial Planning** will provide you with a detailed financial analysis and recommendations to guide you toward the achievement of your objectives. **Four Ponds Financial Planning** will limit its analysis to the specific areas indicated below. You understand that information regarding specific issues not revealed to or analyzed by **Four Ponds Financial Planning** may have a direct impact on the suitability or accuracy of specific recommendations given.

2. **Specific Services Requested.** Please initial below to indicate the specific services you are requesting from **Four Ponds Financial Planning**:

   ___ Cash Flow Analysis
   ___ Investment Analysis and Recommendations
   ___ Retirement Capital Needs Analysis
   ___ Education Funding
   ___ Estate Planning Counsel
   ___ Life Insurance Review
   ___ Other ________________________________
   ___ Other ________________________________
   ___ Other ________________________________

3. **Estimated Fee Range** for Services: ______________________________________

4. This **fee quote** is valid for 90 days from this date of __________________________

5. **Future Services**. In addition to the specific services requested pursuant to this Agreement, **Four Ponds Financial Planning** may provide you with financial advisory services in the future upon specific request from you. The scope of such services 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 **Four Ponds Financial Planning**'s duties and liabilities.

6. **Fees.** **Four Ponds Financial Planning**'s fees for advisory services, including future services, will be based primarily on the amount of time expended on your behalf and on the billing rate for each consultant devoting time to this matter. The billing rate for **Four Ponds Financial Planning** is currently $150 per hour. This billing rate is subject to change upon written notice to you.

7. **Payment of Fees.** You agree to submit the lesser of $500 or one-half of the Total Analysis fee stated in paragraph 3, above, upon signing of this Agreement. You agree to pay the balance of actual fees for initial services provided, which will be due and payable to **Four Ponds Financial Planning** immediately upon presentation of recommendations to you. **Four Ponds Financial Planning** will invoice you for the amount of fees for any future services performed. Payment of such invoices shall be made within twenty (20) days of receipt.

8. **Client Representations.** You represent to **Four Ponds Financial Planning** the following and understand and agree that **Four Ponds Financial Planning** is relying on these representations as an inducement to enter into this Agreement:

   - You agree that you will provide **Four Ponds Financial Planning** 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 **Four Ponds Financial Planning**.
   - You understand that **Four Ponds Financial Planning** 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 **Four Ponds Financial Planning** are based on the professional judgment of **Four Ponds Financial Planning** and the information you provide to **Four Ponds Financial Planning**.
   - You understand and agree that due to the limited nature of this engagement, **Four Ponds Financial Planning** 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.
   - You understand that all investments involve risks and that some investment decisions will result in losses. You understand that **Four Ponds Financial Planning** cannot guarantee that your investment objectives will be achieved.
   - You understand and agree that **Four Ponds Financial Planning** will not be liable for any loss incurred as a result of the services provided to you by **Four Ponds Financial Planning**. 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 **Four Ponds Financial Planning** performs services for other clients and may make recommendations to those clients that differ from the recommendations made to you. You agree that **Four Ponds Financial Planning** 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 Adviser 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.

9. **Confidentiality of Information.** **Four Ponds Financial Planning** will regard any information provided by you as confidential and all recommendations and/or advice provided by Adviser shall be confidential, with disclosure only upon such terms and to such parties as designated by the parties as required by law.

10. **Termination.** Either party may terminate this Agreement at any time 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 immediately. Adviser will refund any unearned, prepaid fees within thirty days of written request from the Client. Should the Client wish to terminate this Agreement within 5 business days after signing, no penalty will be assessed and all fees will be refunded promptly.

11. **Implementation of Investments. Four Ponds Financial Planning** will not implement any investment recommendations although Adviser may help Client complete the necessary paperwork to open accounts; draft letters for Client signature; or letters of instruction for Client follow-through to implement buys, sells or exchanges of investments. **Four Ponds Financial Planning** will not have power of attorney for any Client account.

12. **Multiple Clients.** In the event Client is more than one individual, **Four Ponds Financial Planning** is authorized to accept the direction of either party and such direction will be binding on all parties.

13. **Commissions.** The Client understands **Four Ponds Financial Planning** will not receive commissions on transactions that may result from the implementation of the Client's financial plan.

14. **Registration.** Adviser is registered as an investment adviser with the State of Massachusetts. In addition, Adviser may register or meet exemptions to registration in other states where it conducts business. Any reference to the Investment Advisers Act of 1940 is not meant to imply registration with the Securities and Exchange Commission.

15. **Assignment. Four Ponds Financial Planning** will not assign the Agreement to any other party without your written consent.

16. **Other Services.** The Client acknowledges that **Four Ponds Financial Planning** does not and will not practice law or accounting in providing advice to Client to or in preparing the 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.

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

Client hereby acknowledges receipt of Four Ponds Financial Planning's Form ADV Part II and its Privacy Policy.

Accepted this ______ of ________ , ________ Client ________________________________
Day Month Year

Client ________________________________

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Signature on behalf of **Four Ponds Financial Planning**