

Frisco Financial Planning LLC

Client Service Agreement

Please review this Client Service Agreement (CSA) carefully as it sets forth the understanding between you ("client" or "you"), and *Frisco Financial Planning LLC* ("FFP" or "adviser" or "John Gay") located at 9555 Lebanon Road, Suite 202, Frisco, TX 75035 regarding the services FFP will provide you. Any questions pertaining to the content of this CSA should be clarified before client signs and agrees to the terms.

1. Initial Services

FFP will provide consultations addressing the applicable planning issues as indicated on the attached fee quote or invoice. FFP will provide you with analysis and recommendations to guide you toward the achievement of your objectives. FFP will limit its analysis and recommendations to only those areas indicated. You understand and agree that information regarding specific issues not revealed to or analyzed by FFP may have a detrimental impact on the suitability or effectiveness of specific recommendations given.

2. Specific planning areas addressed (as applicable):

- *Asset allocation and risk tolerance evaluation*
- *Investment portfolio planning*
- *Retirement and goal scenario analysis*
- *Education funding analysis*
- *Employee stock option recommendation*
- *General financial planning discussion*

Fee for financial planning services:

The quoted fee is valid for 14 days from the date of delivery.

3. Future Services

In addition to the specific services rendered pursuant to this CSA, FFP may provide you with financial consulting services in the future. 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 CSA, *as it exists at the time services are rendered*, including the provisions relating to payment of fees and the limitations on FFP's duties and liabilities. Recommendations may be delivered in person or via phone or electronic communication.

4. Project Planning Fees

Fees are charged on a "pay as you go" basis and are not pro-rated. Fees are negotiable at adviser's sole discretion.

FFP's project consulting fees are based on one or more of the following factors:

- The number of accounts, positions, and transactions within client's accounts.
- The types of securities owned and the value of client's accounts.
- The amount of time expended in researching, analyzing and documenting the specific recommendation(s) and course(s) of action.
- The uniqueness of the project as dictated by the level of complexity involved.
- The familiarity (or lack thereof) between *FFP* and the client based on previously completed projects.
- The expertise level required of *FFP* as it pertains to the project; a competitive analysis of similar adviser's fees.
- A competitive analysis of other advisory firm's fees.

Client agrees to submit one-half of the indicated fee upon signing this CSA. Client agrees to pay the balance of the fee to *FFP* prior to or upon presentation of recommendations to client. This agreement is not binding until the fee deposit is paid.

Fees for future services are due at or prior to delivery of recommendations in the amount shown on the fee quote or invoice. Future fees may vary or change without notice; client is free to accept or reject Adviser's future fee quotes/invoices and offers of service. Payment of future fee quote or invoice(s) binds client to the then current *FFP* CSA agreement. Client is encouraged to read the current CSA agreement available online at <http://www.ffplan.com/docs/csa.pdf> prior to paying each fee quote or invoice.

FFP will provide twelve months of follow-up e-mail and phone support beyond the signed CSA date (and beyond each subsequent fee payment) for reasonable questions or clarifications solely related to the scope of the project. *In the event of John Gay's death or incapacity, such follow-up will end with no refund of previously paid fees.*

5. Client Representations

You represent to *FFP* the following and understand and agree that *FFP* is relying on these representations as an inducement to enter into this CSA:

- You agree that you will provide adviser with the necessary information to provide the agreed upon services.
- You understand that adviser obtains information from a wide variety of publicly available sources and cannot guarantee the accuracy of the information or success of the advice that may be provided. The information and recommendations developed by adviser are based on the professional judgment of adviser and the information you provide to adviser.

- You understand that all investments involve risks and that some investment decisions will result in losses. You understand that adviser cannot guarantee that your investment objectives will be achieved.
- Nothing in this CSA shall in any way limit or waive any rights you may have under federal or state securities laws.
- You understand and agree that adviser performs services for other clients and may make recommendations to certain clients that differ from the recommendations made to you. You agree that adviser does not have any obligation to recommend the purchase or sale of any security(ies) or other asset(s) 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.
- 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 adviser.
- You understand and agree that due to the limited nature of this engagement, adviser is under no obligation to contact you to recommend changes to your financial plan or any of the recommendations and advice provided under this CSA in the future. This CSA terminates upon presentation of recommendations unless client specifically contracts for additional work to be provided by adviser.
- You understand that failure to implement all or part of the recommendations in the financial plan will have an impact upon the results you achieve.
- You understand that there are substantial risks involved in investing in securities. It is the client's responsibility to read the recommended securities' prospectuses before investing. Prospectuses are available online through the issuing fund company, administrator or trustee, or brokerage firm. Upon request, Adviser will provide a direct link to the prospectuses of recommended securities.
- You acknowledge that there are complexities and risks associated with trading securities including but not limited to: execution or trading errors, price volatility, bid/ask spreads, order types (such as "market" and "limit" orders), deviation from net asset value, and "execution price slippage" caused by lack of order book depth.
- You agree to enlist the assistance of your investment custodian firm when placing trades if you are not experienced or comfortable with the above-noted complexities and risks. Upon client request, Adviser will provide investment recommendations in the form of open-end mutual funds instead of exchange-traded funds (ETFs).
- You agree that Adviser bears no liability or responsibility for improper execution of recommendations.

- You understand that investing in securities involves risk of loss that you should be prepared to bear.

6. Electronic Communications

Client consents to receive correspondence from *FFP* via electronic mail, including attachments in Adobe Acrobat (pdf) format, and/or hyperlinks to *FFP*'s website (<http://www.ffplan.com>) or other external websites. Communications include but are not limited to: written recommendations, fee quote or invoices, offer of and changes to *FFP*'s disclosure brochure, fee change notices, and requests for additional information for project completion.

It is the client's responsibility to provide *FFP* with an updated electronic mail address and to inform *FFP* of any change of such address. Client also agrees to regularly read electronic mail delivered to said address and to maintain a system that allows retrieval of communications from internet websites. *FFP* maintains no liability for electronic communications that are not read or acknowledged by client.

FFP agrees to make a prudent effort to protect confidential client-identifying information (limited to Social Security numbers, account numbers, dates of birth, and specific health conditions) in electronic communications through the use of secure website transmission, encrypted electronic mail, and/or password-protected document attachments. *FFP* is not responsible for the confidentiality or security of client-initiated electronic communications.

7. Termination

This CSA automatically terminates upon expiration (unless renewed) or upon the death or incapacity of John Gay. If John Gay's death or incapacity occurs prior to delivery of recommendations, client will receive a full refund of the current engagement fee. If John Gay's death or incapacity occurs after delivery of recommendations, no refund will be paid.

8. Implementation of Investments

FFP will not implement any investment recommendations on behalf of client. *FFP* will not have power of attorney or trading authority over client accounts. Adviser will not have authority or permission to debit fees from client accounts.

Adviser may recommend a brokerage firm based on its trading and technology platform, its depth and breadth of services, its customer service responsiveness, and its transaction cost to clients. Client is free to execute Adviser's recommendations at the custodian of client's choosing.

Adviser has no direct relationship with any custodian firm and receives no compensation from brokerage firms or client transactions (including products or research, ie, "soft dollars") in exchange for directing client assets.

Due to adviser's lack of trading authority, adviser provides periodic account review and advice, not "continuous and ongoing management or supervision" of client accounts.

Accounts are reviewed only upon subsequent engagement by client or upon client request during the term of this CSA.

9. Multiple Clients

In the event that client is more than one individual (as in the case of married couples or if multiple parties have signed this CSA), *FFP* is authorized to communicate with either party. All communications delivered by adviser to one party are assumed relayed to all client parties. Married couples are considered one "joint client" even if only one spouse signs this CSA.

10. Commissions

The client understands *FFP* will not receive commissions on transactions that may result from the implementation of the client's financial plan.

11. Registration

Any reference to the Investment advisers Act of 1940 is not meant to imply registration with the Securities and Exchange Commission.

12. Assignment

FFP will not assign this agreement to any other party without client's written consent.

13. Disputes/Mediation

If a dispute arises which is in any way related to this CSA or any other agreement between the parties, and the dispute cannot be resolved by negotiation, the parties agree to try in good faith to resolve the dispute in a mediation administered by the Judicial Arbitration and Mediation Service, or in any other mediation forum to which the parties may agree, before resorting to litigation or arbitration. Any mediation shall be conducted in the Dallas/Fort Worth area.

14. Other Services

Client acknowledges that *FFP* does not and will not practice law or accounting in providing advice to client or in preparing the plan or when recommending investment transactions. Client understands that none of the fees paid under this agreement relate to accounting or legal services and that it is the responsibility of the client to obtain accounting or legal advice if necessary.

15. Governing Law

This agreement shall be governed by the laws of the State of Texas.

16. Acknowledgement of Disclosure Statement and Privacy Statement

Client acknowledges receipt of adviser's disclosure brochure; If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory agreement with this investment adviser, then the client has the right to terminate the agreement without penalty within five business days after entering into the agreement.

For the purposes of this provision, an agreement is considered entered into when all parties to the agreement have signed the agreement, or, in the case of an oral agreement, otherwise signified their acceptance, any other provisions of this agreement notwithstanding.

FFP's current brochure disclosure statement is available online at <http://www.ffplan.com/docs/brochure.pdf>.

Client acknowledges and agrees to the provisions contained in FFP's Privacy Statement available online at <http://www.ffplan.com/docs/privacy.pdf>

Adviser and client both acknowledge that this CSA supersedes any previous agreement in existence between the two parties or their predecessor organizations.

This CSA is considered valid and legally binding only when a written or digital signature of both parties is affixed.

ACCEPTED this ____ of _____ / _____
(day) (month) (year) Client _____ Date _____

Client _____ Date _____

Signature on behalf of Frisco Financial Planning LLC _____ Date _____