

FOR RETIRED ONLY™
Suzanne Wolfson MBA CFP®
Registered Investment Advisor
San Francisco, CA 94123 415-409-0100
Greenbrae, CA 94904 415-464-1388

FINANCIAL PLANNING ADVISORY AGREEMENT

This agreement ("Agreement" sets forth the terms and conditions), is entered into this _____ day of _____ 20 ____ for the Financial Planning and Investment Advisory services by Suzanne Wolfson, CFP ® (herein referred to as "**Advisor**"), of FOR RETIRED ONLY™ with

_____ (herein referred to as "**Client**").

I reside at _____ and do hereby retain, Suzanne Wolfson, of **FOR RETIRED ONLY™** a Registered Investment Advisor, to provide Financial Planning and/or Investment Advisory services. In consideration of the mutual promises contained in this Agreement the parties understand and agree as follows:

I SERVICES

Review the **Client's** current financial position based upon information provided by the client, taking into consideration the **Client's** assets and liabilities, cash flow, current and long term needs/objectives, goals and risk tolerances, tax considerations, corporate benefits, investment portfolio, risk management (i.e. insurance), retirement structure and planning, estate planning and other pertinent financial issues /considerations.

The **Advisor** shall assist and furnish recommendations as to allocation of present financial resources among different types of assets including investments, designated savings and/or insurance products with a view toward a better correlating the assets with the **Client's** financial planning objectives.

The **Planner** may or may not provide a comprehensive Financial Plan. If recommended by the **Advisor**, the **Client** must agree to this in writing (*see "Fee Schedule" document).

If it is agreed that the **Advisor** is to produce a full Financial Plan for a fixed fee, the **Advisor** agrees to complete the Financial Plan in a timely and satisfactory manner. Both **Advisor** and **Client** shall cooperate to establish a realistic target date.

II INFORMATION TO BE PROVIDED BY THE CLIENT

DATA COLLECTION

Advisor will send to client several disclosures and questionnaires for client to complete prior to initial meeting. Client acknowledges that the quality of the advisory services depends upon the accuracy of the information supplied.

The **Client** will provide the **Advisor** with current information relative to their financial condition and objectives. **Client** agrees to provide, on a timely basis, information regarding income and expenses, investments, income tax situations, estate plans and other pertinent matters as requested by **Advisor** from time to time. It is understood that the information provided to the **Advisor** is complete, accurate and current as of the date given. The **Client** also agrees to discuss needs and goals and projected future needs. The **Client** agrees to keep the **Advisor** informed of changes in situation, need and goals, notifying the **Advisor** of any material changes in their financial condition or objectives. The **Client** acknowledges the **Advisor** can not adequately perform its services on the **Clients** behalf unless the **Client** performs his/her part and that the **Advisors** recommendations are based on the information provided by the client. The **Advisor** is not required to verify any information obtained from the **Client**, **Client's** attorney, accountant or other advisers and is expressly authorized to rely on the information received.

The **Client** is free at any time to accept or reject any recommendation from the **Advisor** and the **Client** acknowledges that (s)he has the sole authority with regard to implementation, acceptance or rejection of any counseling or advice from the **Advisor**.

III CONFIDENTIALITY

All information given to the **Advisor** and all recommendations and advice furnished to the client shall be regarded by each as confidential. The **Advisor** shall exercise the highest degree of diligence and care with respect to any and all information relating to the **Client**. Information can only be disclosed to a third party when agreed upon in writing or required by law.

IV BASIS OF ADVICE

The **Client** acknowledges that the **Advisor** obtains information from a wide variety of publicly available sources and that the **Advisor** has no sources and does not claim to have any sources of inside information or private information. The recommendations developed by the **Advisor** are based upon the professional judgment of the **Advisor** and its individual professional counselors and neither the **Advisor** nor the individual counselors can guarantee the results of any of their recommendations. **Client**

at all times may elect unilaterally to follow or ignore completely or in part, any information, recommendation or counsel given by the **Advisor**.

V IMPLEMENTATION

Implementation

The **Client** is in no way obligated by this agreement to make any purchases of securities or any other investment through the **Advisor** or any other third party custodian they may recommend. The **Client** is free to obtain legal, accounting, and brokerage services not recommended by **Advisor** which may be available from any professional source to implement the recommendations. The **Advisor** shall cooperate with any Attorney, Accountant, Broker, or other professional chosen by the **Client** with regards to implementation of any recommendation.

Possible Conflicts of Interest:

The **Client** understands that the investment advisor, Suzanne Wolfson, of **FOR RETIRED ONLY™** can sell Real Estate, function as a Mortgage Broker, and/or sell insurance products in their separate capacity as a Real Estate Broker and/or Insurance Agent for clients. When the **Advisor** implements such transactions, she may earn commissions. **Clients** are free to select any broker, insurance agent that they wish to implement the advice and are under no obligation to use **Advisor** or any recommended custodian or broker to implement transactions.

The **Client** recognizes that the **Advisor** and its employees may recommend, suggest, take action in the performance of their duties to such other **Clients** which may differ from the recommendations, suggestions, advice given, or in the timing and nature of action taken with respect to the client. Nothing in this **agreement** shall be deemed to impose on the **Advisor** any obligation to recommend or suggest for purchase or sale any securities, or other investments, insurance products or coverage to **Client**, which the advisor may purchase or sell, or recommend for purchase or sale, for its or for the account of any other **Client**.

VII CUSTODY AND POSSESSION OF CLIENT'S ASSETS:

The **Advisor** and For Retired Only, are not authorized to and will not take custody or possession of any cash, securities or assets belonging to the **Client**.

VI LEGAL AND ACCOUNTING

It is understood and agreed that the **Advisor** is not qualified to, and will not render, any legal or accounting services. The **Client** agrees that his personal attorney and/or accountant shall be solely responsible for rendering and/or preparation of the following: (1) legal and accounting advice, (2) all legal and accounting opinions and determinations; (3) all legal and accounting documents.

If the **Client** hereby grants authority to discuss, impart, and disclose or to communicate any or all information received from **Client** or developed by **Advisor** under the terms of this **agreement** to the following individuals who are designated by the **Client**:

Name: _____ Phone _____

Name : _____ Phone _____

Name : _____ Phone: _____

Client

Date

VIII FEES TO ADVISER - see "Fee Schedule"

The **Client** agrees to pay for the specified services selected under the terms of the "Fee Schedule." Once all reports and recommendations are delivered to the **Client**, the **Advisor's** fees will be due and payable to **Advisor**.

Fees vary by the scope of work and detailed in "FEE SCHEDULE." The fee schedule is subject to change upon a 30 day written notice. In such case, if said **Client** does not respond either orally or in writing, within 30 days, it will be assumed they have accepted the terms of the change. It may be required at that time that the **Client** acknowledge the change by signing either a new Financial Planning and Investment Advisory Agreement and/or Fee Schedule.

IX RECOMMENDATIONS OF ADVISER/PLANNER:

The recommendations made by **Advisor/Planner** under this **agreement** are advisory in nature. The **Client** expressly agrees that the **Advisor/Planner** shall not be held liable for the planners recommendations, provided that those recommendations are provide in good faith and with reasonable care, and that the **Advisor/Planner** is in no violation of applicable federal or state laws, regulations or rulings.

Potential errors can occur in the Financial Planning process and can result in damages that may be many times the amount of the **Advisor's** fees for this engagement. In order to induce the **Advisor** to accept this engagement, **Client**, therefore agrees that the **Advisor** liability for any negligent errors or omissions in the performance of this engagement will be limited to the **Advisor's** fee for this engagement.

X SCOPE AND DURATION OF AGREEMENT

Classes of Services: The **Client** shall select the class of services initially the scope of services requested on the "Fee Schedule." If any change is made to this

agreement and terms of service or compensation, it should be done so in writing or modifying/updating the "Fee Schedule" **agreement**.

(A) Initial Meeting

The **Advisor** will review and analyze all pertinent **Client** data, their financial situation, discuss objectives, highlight issues that need to be addressed, make general recommendations and discuss possible courses of action . The **Client** is always informed prior to his meeting that they will be charged for it on a Hourly Basis.

(B) Comprehensive Financial Planning

After a thorough review of all pertinent **Client** data, objectives and mutually agreed upon assumptions, the **Advisor** will analyze the client situation. Upon completion of the analysis, the **Advisor** will make recommendations including strategies to achieve **Clients** stated objectives. The **Advisor** will provide the client with a written report of analysis and recommendations. In the event the client wishes to engage the **Advisor** to provide additional services, **Client** and **Advisor** may, if they haven't done so prior to this, will establish a mutually agreed upon terms for the continuations of services. The **Client** may be required to sign a new client Financial Planning and Investment Advisory Agreement and Fee Schedule. Additional fees may apply for additional analysis and review if not previously agreed upon. (*see "Fee Schedule")

(C) Limited Financial Planning

The **Advisor** will review all pertinent **Client** data, objectives and mutually agreed upon assumptions and will prepare recommendations *limited to the topics selected by the client*.

Accumulation Planning	Qualified Distribution Planning
Investment Portfolio Planning	Risk Management
Estate Planning	Business Planning
Retirement Planning	Employee Benefits Planning
Income Planning	Income Planning for Dependents
Other	_____

The degree of analysis and written presentation will be determined mutually at initial consultation. (*see "Fee Schedule")

(D) Hourly Financial Consulting

The **Advisor** will review all pertinent client data, objectives and mutually agreed upon assumptions and will provide consultation services on an hourly basis in one or more of the indicated areas selected by **Client** and checked below:

Retirement Planning	Real Estate
Career /Life changes	Cash and Income Planning
Estate Planning	Risk Management
Inheritance	Business Planning
Investment Portfolio (review, issues and considerations)	
Other _____	

FEES APPLICABLE

The **Clients** requests of further consultation from the **Advisor** concerning matters not specifically covered by the **Clients** herein stated objectives or the **Advisor's** recommendations contained in the Financial Plan (Comprehensive or Limited), it is understood that the **Advisor** may, at its option, charge the **Client** separately for such consultation on an hourly basis unless a new mutually established **agreement** of services is executed in writing. The fees for such services must be agreed upon prior to the commencement of consultation.

XI TERMINATION

Either party may terminate this Agreement for any reason upon a thirty (30) day written notice to the other. **Client** may terminate this Agreement for any reason within five business days after entering into this Agreement.

Advisor has an obligation to client to terminate upon the termination of this **agreement**. There is no continuing duty to update or inform the **Client** regarding anything unless they have contractually request on-going services (i.e.: investment monitoring and management.) **Advisor** reserves the right to also terminate the relationship if **Advisor** deems it necessary.

XII MEDIATION

Any controversy or dispute arising out of or relating to this **agreement**, the engagement, or breach thereof, which can not be settled through negotiation, the parties agree to have it settled by arbitration in accordance with the rules then in affect of the code of arbitration procedures of the American Arbitration Association. The award of the arbitration, or a majority of them, shall be final and judgment upon the award rendered may be entered in any state or federal court having jurisdiction. At least one member of the panel must have ten years experience in the financial services industry. Arbitration of any other hearing or legal proceeding between **Advisor/Planner** and the **Client** shall take place in a mutually agreed location. It is further understood and agreed to that, pursuant to the above arbitration clause:

- (1) Arbitration is final and binding on all parties.
- (2) Parties waive their right to seek remedies in court, including the right to a jury trial.
- (3) Pre-arbitration discovery is generally more limited than and different from that of a court.

XIII MISC. PROVISIONS

(1) Investment Advisor services performed by Suzanne Wolfson, shall be in compliance with the Investment Advisor Act 1940, regulations enacted there under, and applicable state laws regulating the services provided under this agreement. The **Advisor** is an investment advisor, registered with the State of California. **Advisor** makes available information providing disclosures regarding background and business practices.

1-	Initial Meeting disclosure	_____	initials
2-	Adviser Background disclosure and Resume	_____	initials
3-	Financial Planning Philosophy	_____	initials
4-	List of Services	_____	initials
5-	Initial Meeting Disclosure	_____	initials
6-	Investment Advisory Agreement	_____	initials
7-	Fee Schedule	_____	initials
8-	Asset Management Agreement and List	_____	initials
9-	Patriot Act	_____	initials
7-	Privacy Policy	_____	initials
8-	Email Policy	_____	initials
3-	ADV part II and Schedule D	_____	initials
9-	Risk Questionnaire	_____	initials
10	Client Profile Questionnaire	_____	initials

(2) Neither party hereto may assign, convey, or otherwise transfer any of its rights, obligations or interest herein without prior express written consent of the other party.

(3) Subject to the provision regarding assignment, this **agreement** shall not be binding on the heirs, executor, administrator, legal representative, successors, and assigns of the respective parties unless specifically agreed by the other party. If such party wishes to retain, change or obtain additional services, a new **agreement** must be executed in writing prior to commencement of services.

(4) This **agreement** supersedes any prior understandings and agreements, oral or written. No modification or amendment to this agreement shall be effective unless made in writing and signed by the **Advisor** and the **Client**.

(5) This **agreement** may be amended or revised only by an instrument in writing signed by the **Client** and by the **Advisor**.

No provision hereof or breach of any provision may be incurred or discharged except by a written **agreement** of the party from whom this waiver or discharge is sought. No waiver of any breach of this **agreement** shall in any way be constructed to be a waiver of any future or subsequent breach.

Any provision of this **agreement** which is prohibited or unenforceable shall be ineffective as to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof

(6) Any written notice or reports pursuant to this **agreement** will be mailed postage pre-paid to Suzanne Wolfson, at 2140 Redwood Hwy K3, Greenbrae, CA 94904, and if to **Client**, delivered or mailed pre-postage paid to **Client's** last known address as specified above. The effective date of such notice shall be the date the notice is received.

This **agreement** may be executed in several counterparts, each of which shall be deemed original. THE UNDERSIGNED HAS/HAVE CAREFULLY READ THIS ENTIRE DOCUMENT AND THE UNDERSIGNED AGREES TO ALL THE TERMS AND CONDITIONS HEREIN AND ACKNOWLEDGES RECIEPT OF A COPY OF THIS CONTRACT.

Advisor and **Client** have each caused this agreement to be executed on _____20____. This **agreement** remains in effect unless modified or terminated in writing by either the **Advisor** or **Client**.

Client's Signature _____

Date _____

Client's Signature _____

Date _____

FOR RETIRED ONLY TM _____

Date _____

