

Giving Tree Wealth Advisors

2603 Camino Ramon #200
San Ramon, CA 94583
844-434-6435

Financial Planning Services Agreement

Client Name:	
Client Address:	
Client Phone:	
Email Address:	

ONE TIME FINANCIAL PLANNING FEES

Based on the information provided by the Client, GTWA will provide one or more of the following services:

- A detailed review of the Client's current financial position.
- A detailed review of the Client's financial goals and objectives.
- Tailored cash flow projections based on current and/or future circumstances
- Independent asset valuations & assessments.
- A written evaluation and analysis of the information provided by the Client and recommendations for a personalized financial program.
- Consultation regarding the implementation of GTWA's recommendations.

Under California Code of Regulations, 10 CCR Section 260.235.2, it requires that the conflict of interest, which exists between the interests of the investment advisor and the interests of the Client when offering financial planning services, be disclosed. The Client is under no obligation to act upon the investment advisor's recommendation. If the Client elects to act on any of the recommendations, the Client is under no obligation to effect the transaction through GTWA. Services are completed and delivered inside of ninety (90) days dependent upon timely Client delivery of required documentation. Financial planning agreement is considered complete upon delivery of the completed plan.

Financial planning services are offered at an hourly rate of \$400. Estimated fees shall be determined by GTWA based upon its preliminary assessment of the complexity of the Client's financial circumstances. Hourly fees are guaranteed, but estimates may change time to time based on demand for new agreements, renewals, and extensions. This fee will begin upon acceptance of this Agreement by GTWA, and is based upon the number of hours necessary to assist the Client with ongoing management of the necessary affairs. **Please see service invoice for estimated fees and deposit due.** A deposit of 50% of the estimated fee is due and payable upon acceptance of this agreement by Client with the balance due upon delivery of the plan.

ONGOING FINANCIAL PLANNING FEES

If the Client, with the consent of GTWA wishes to renew this Agreement, the fee for ongoing consultation shall be \$400 per hour. The fees will be due at the time of renewal of this agreement. Thereafter, the fee for ongoing consultation shall be based upon the current fee as established by GTWA.

GTWA requires a minimum of \$2000 (5 hours) for any financial plan, topical or comprehensive. Lower fees for comparable services may be available from other sources.

GTWA will waive any ongoing financial planning fees for clients who have assets of \$500,000 or more managed by GTWA.

Clients can choose to pay for financial planning and ongoing financial planning via the following methods:

- Check – to be remitted by Client to GTWA
- Credit Card – to be paid by Client to the GTWA

DURATION AND TERMINATION

Client may cancel within five (5) days of signing Agreement with no obligation and without penalty. If the Client cancels after five (5) days, any unpaid earned fees will be due to GTWA. For one time financial planning services this Agreement is considered complete upon delivery of the completed plan. For ongoing financial planning services this Agreement shall become effective on the date signed below. This agreement may be terminated by either party with thirty (30) days written notice. Clients will be responsible for investment advisory fees up to and including the effective date of termination. No assignment of this Agreement by GTWA shall be effective without the prior written consent of Client.

CONFIDENTIALITY

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

GOVERNING LAW

The validity of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of California, and other jurisdictions in which it may conduct business.

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.

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 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.

The Client also acknowledges receipt of GTWA’s Privacy Notice.

Client Initials Date Client Initials Date

Client chooses to have documents delivered via electronic communication. Documents will either be delivered to a secure online portal or via Email.

Please send my documents:

- To my secure online portal
- To my email address: _____

Documents to be delivered via electronic communication include but are not limited to the following:

- Initial Delivery of Privacy Policy
- Initial Delivery of Form ADV Part 2
- Client Profile Form
- Trusted Contact Form
- Annual Delivery of Privacy Policy
- Annual Delivery of Form ADV Part 2
- Client Contract (agreement with GTWA)
- Any additional required forms

Email Address Certification. Client certifies that the Email Address provided above is a functioning Email Address; owned and maintained by Client or your agent on your behalf, and that all electronic communications of reports sent to the Email Address shall be accessible. Client agree to notify us in writing, of any change in the Email Address.

ACKNOWLEDGEMENT

Client engages with Giving Tree Wealth Advisors (“GTWA”) for financial planning services. GTWA does not have discretion or custody of client funds under this agreement. GTWA accepts appointment and a fiduciary duty of utmost good faith to act solely in the best interest 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 acknowledges that representatives of GTWA may provide Client with various insurance products upon which a commission may be paid to GTWA’s 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 GTWA’s fiduciary obligation. The Client is under no obligation to act upon the investment advisor’s recommendation. If the Client elects to act on any of the recommendations, the Client is under no obligation to effect the transaction through GTWA.

Client Signature

Date

Client Signature

Date

Investment Advisor Representative

Date