



5889 Greenwood Plaza Blvd, Ste 400
Greenwood Village, CO 80111
303-290-0702 1-800-228-9876

ENGAGEMENT LETTER

Agreement is made and entered into this _____ day of _____
by and between Financially Speaking, Inc., hereafter referred to as Financially Speaking, and
_____, hereafter referred to as the Client.

PURPOSE

The Client wishes to obtain advice about his/her financial affairs. Financially Speaking is in the business of providing financial planning advice to individuals and is willing to perform such services for the Client upon the terms and conditions set forth.

TERMS OF AGREEMENT

In order for there to be a successful financial planning relationship, it is agreed between Financially Speaking and the Client that:

1. **SERVICES.** The Client hereby employs Financially Speaking as the Client's Financial Planner.
2. **CLIENT ASSETS.** All assets will be held by the Client. Financially Speaking will not receive, retain, or otherwise physically control any of the Client's cash, securities, or other assets. All confirmations, with respect to security transactions, shall be sent both to the Client and to Financially Speaking.
3. **CONFIDENTIALITY.** All information and advice furnished by either party to the other, including their agents and employees, shall be treated as confidential and not disclosed to third parties except as agreed upon in writing by this contract or required by law.
4. **CONFLICTS OF INTEREST.** No employee of Financially Speaking shall sell securities, insurance products, real property, or other financial instruments to a Client.
5. **PURCHASE AND SALE OF SECURITIES.** The Client may direct all purchases and sales of securities through any Broker-Dealer or Representative.

6. **PURCHASE OF INSURANCE.** The Client hereby agrees that while this Agreement does not create any obligation to do so, Financially Speaking may be requested by the Client to assist him/her in the implementation of recommendations involving annuities, and health and life insurance. If Financially Speaking does so, Financially Speaking will not be acting as an Agent/Broker of the insurance company involved in the transaction, and will not receive insurance brokerage commissions.

7. **DEVELOPMENT OF RECOMMENDATIONS.** As the Client's Advisor, Financially Speaking agrees to review all information provided by the Client.

The recommendations developed by Financially Speaking are based upon our professional judgment as an investment advisor and results of the recommendation cannot be guaranteed.

8. **LEGAL/ACCOUNTING ADVICE.** Financially Speaking is not qualified to give accounting or legal advice, and the Client is not relying on Financially Speaking for advice on such matters.

9. **IMPLEMENTATION OF ADVICE.** The Client is free to obtain legal, accounting, and brokerage services from any professional source to implement the recommendations Financially Speaking makes.

10. **RESPONSIBILITIES OF THE CLIENT.**

- The Client agrees to provide information regarding income, investments, income tax situation, estate plans, and other pertinent matters as requested by Financially Speaking.
- The Client also agrees to discuss needs and goals frankly with Financially Speaking on an annual basis, or more often if needed.
- During the first year of engagement the client agrees to a meeting or phone conference at 90 days, 180 days, and one year from the date of this document, and to keep Financially Speaking informed of changes in his/her situation.
- The Client acknowledges that Financially Speaking cannot adequately perform services on the Client's behalf unless the Client performs such responsibilities.
- The Client agrees to permit Financially Speaking to consult with and obtain information about his/her affairs from the Client's accountant and attorney. Financially Speaking shall not be required to verify any information obtained from the Client, his/her attorney, or his/her accountant.
- The Client is free at all times to accept or reject any recommendations from Financially Speaking, and the Client acknowledges that he/she has sole authority regarding the implementation, acceptance, or rejection of any counseling or advice from Financially Speaking.

11. **DURATION AND TERMINATION.** This agreement will remain in effect and will stay in effect unless terminated by either party, beginning_____.

This agreement may be terminated without penalty at any time, upon written notice to the other, by Financially Speaking or the Client. Termination of this agreement shall in no way effect the consummation of any transaction which was initiated prior to such termination. All charges accrued to the Client's account shall become immediately due and payable upon termination of this agreement.

12. **REPRESENTATION BY FINANCIALLY SPEAKING.** By execution of this Agreement, Financially Speaking represents that it is registered with the Securities and Exchange Commission (SEC) as an Investment Advisor under the Investment Advisors Act of 1940 and that the Client has been given a disclosure statement.

13. **BINDING AGREEMENT.** This Agreement shall constitute a binding agreement upon acceptance by Financially Speaking. This contract is personal, and solely between the Client and Financially Speaking. It imposes certain duties and obligations on each. It is neither transferable nor assignable by term of the Investment Advisors Act of 1940.

14. **FEE STRUCTURE.** Upon entering into a contractual relationship for financial planning services, the client is quoted a minimum annual fee. That minimum fee is based upon one of the following schedules:

A. **Financial Planning & Investment Advisory Services**

1. For **financial plans only**: Minimum fee is \$3,000.00; final fee is based on portfolio complexity.
2. For **ongoing financial and investment advisory services**: A fee negotiated as a percentage of assets under management, billed quarterly in advance, ranging from 0 – 1.85%. The fee is based on anticipated services required.
3. Clients who invest in mutual funds pay their respective share of each mutual fund's management, administrative, and transaction expenses.
4. Any fees received from money managers are offset against the annual investment advisor fee on a quarterly basis. Client/Planner relationships lasting less than one year are discouraged. If, however, Financially Speaking agrees to consult on an occasional basis, fees will be billed at the rate of **\$300.00 per hour**, with a three (3) hour minimum charge.

B. **Non-Standard Consulting**

Fees for seminars and workshops will be negotiated based on the scope of work as well as individual client requests.

C. **Third Party Consulting**

Work deemed necessary by the Client's CPA, attorney, and/or other professional advisors will be pre-approved by the Client and invoiced directly to the Client by each advisor.

15. **PAYMENT OF FEE.** The Client pays the management fee quarterly in advance. The Client also understands that the payment schedule is arranged for his/her convenience and that actual accrued charges for services rendered will become immediately due and payable if the agreement is prematurely terminated. In addition to the payment of the fees, the Client hereby agrees to pay to the Advisor all reasonable expenses incurred by representatives of the Advisor, outside of the Denver, Colorado metropolitan area, at the Client's request.

As of _____, 20____, I, the Client, acknowledge that I have received a copy of this Engagement Letter, the Privacy Policy, and a written disclosure statement containing information concerning the background, fees, and business practices of Financially Speaking, Inc.

Dated: _____, 20_____

Client's Signature

Client's Signature

Investment Advisor's Signature
Financially Speaking, Inc.