

# Sailor Financial, LLC

## Client Service Agreement - Hourly Engagement

Please review this Agreement carefully as it sets forth the understanding between you ("Client") \_\_\_\_\_ located at \_\_\_\_\_ and Sailor Financial, LLC. ("SF") located at 7900 International Drive, Suite 200, Bloomington, MN 55425 regarding the services SF 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.** SF will provide consultations addressing the specific issue or issues you request as indicated below. SF will provide you with a detailed financial analysis and recommendations to guide you toward the achievement of your objectives. SF will limit its analysis to the specific areas indicated below. You understand that information regarding specific issues not revealed to or analyzed by SF 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 SF:

- \_\_\_ Cash Flow Analysis
- \_\_\_ Investment Analysis and Recommendation
- \_\_\_ Retirement Capital Needs Analysis
- \_\_\_ Education Funding
- \_\_\_ Estate Planning Counsel
- \_\_\_ Life Insurance Review
- \_\_\_ Other services \_\_\_\_\_
- \_\_\_ Other services \_\_\_\_\_
- \_\_\_ Other services \_\_\_\_\_

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, SF 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 SF's duties and liabilities.
6. **Fees.** SF'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 Lead Planners is currently \$180 per hour. These billing rates are subject to change upon written notice to you.

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## Sailor Financial, LLC - Client Service Agreement, Continued

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 SF immediately upon presentation of recommendations to you. SF 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 SF the following and understand and agree that SF is relying on these representations as an inducement to enter into this Agreement:
  - You agree that you will provide SF 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 SF.
  - You understand that SF 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 SF are based on the professional judgment of SF and the information you provide to SF.
  - You understand and agree that due to the limited nature of this engagement, SF 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 SF cannot guarantee that your investment objectives will be achieved.
  - You understand and agree that SF will not be liable for any loss incurred as a result of the services provided to you by SF. 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 SF performs services for other clients and may make recommendations to those clients that differ from the recommendations made to you. You agree that SF 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.** SF 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.** SF 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. SF will not have power of attorney for any Client account.
12. **Multiple Clients.** In the event Client is more than one individual, SF is authorized to accept the direction of either party and such direction will be binding on all parties.

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## Sailor Financial, LLC - Client Service Agreement, Continued

13. **Commissions.** The Client understands SF 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 Minnesota. 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.** SF will not assign the Agreement to any other party without your written consent.
16. **Disputes.** This agreement contains a provision, which requires that all claims arising between the parties in respect to this Agreement shall be resolved through arbitration. Client is aware that:
- Arbitration is final and binding on the parties.
  - Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings.
  - The Arbitration Award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of a ruling by the arbitrators is strictly limited.
  - The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
  - Arbitration is not intended to waive any right of action the client may have against the Adviser nor is it intended to waive any legal rights the client may have against the Adviser.
  - Unless unenforceable due to applicable federal or state law, any controversy arising out of or related to any transaction with Adviser or its officers, directors, agents, or employees, or to this agreement or the breach thereof, shall be settled by arbitration in accordance with the rules then in effect of the American Arbitration Association. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. This agreement to arbitrate does not apply to future disputes arising under certain of the federal securities laws including the Investment Advisers Act of 1940, as amended, to the extent that it has been determined, as a matter of law, that claims under such federal laws are not subject to compulsory arbitration. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein. Any arbitration between the parties hereto shall be governed by the laws of the state of Minnesota.
17. **Other Services.** The Client acknowledges that SF 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.
18. **Governing Law.** This Agreement shall be governed by the laws of the State of Minnesota.

### Client hereby acknowledges receipt of Sailor Financial, LLC's Form ADV Part II.

Accepted this \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_  
(day) (month) (year)

Client \_\_\_\_\_

Client \_\_\_\_\_

\_\_\_\_\_  
Signature on behalf of Sailor Financial, LLC.