**Clark Hourly Financial Planning, LLC**

**Client Engagement Agreement**

Please review this Client Engagement Agreement (“Agreement”) carefully as it sets forth the understanding between you (the "Client" and any Attorneys-In-Fact) and Clark Hourly Financial Planning, LLC (the “Firm") regarding the services the Firm will provide you. If you have any questions about the content of this Agreement you should discuss them with us or your legal counsel before you sign this Agreement.

**Firm Services.**  The Firm will provide consultations addressing the specific issue or issues you request in the Addenda. The Firm will provide you with an analysis and recommendations to guide you toward the achievement of your objectives. The Firm may limit its analysis to those areas indicated. You understand that information regarding specific issues not revealed to or analyzed by the Firm may have a direct impact on the suitability or accuracy of specific recommendations given. The term of engagement is referenced in the appropriate Addendum.

**Fees.** The Firm’s financial planning services fees are assessed on an hourly basis per the respective Addendum. Investment management services accounts are assessed a quarterly asset-based fee per the appropriate Addendum. The fee is negotiable at the discretion of the Firm. Fees are due as stated in the executed Addendum. Financial planning fees may be paid by check or teller’s draft from US-based financial institutions, as well as through qualified intermediaries following the Client’s prior written approval. Asset-based fees are to be withdrawn via the Client account maintained at the Client’s custodian of record by the third-party investment manager and following the Client’s written authorization. At no time will cash, money order or similar forms of payment be accepted.The Firm may suspend services once an account is deemed past due.

**Service Provider Fees.** Any transactional or custodial fees assessed by the selected service providers and/or individual retirement account or qualified retirement plan account termination fees are borne by the account holder and are as provided in the current, separate fee schedule of the selected service provider. Fees paid to the Firm for its advisory services are separate from any charges the Client may pay for mutual funds, exchange-traded funds, or other investments of this type. The Firm does not receive “trailer” or SEC Rule 12b-1 fees from any investment company. Fees charged by these issuers are detailed in prospectuses or product descriptions and Clients are encouraged to read these documents before investing.

**Commissions**. The Firm does not receive commission payments involving a securities recommendation or transaction service it may provide to its advisory clients.

**Performance-Based Fees.** The Firm shall not receive performance-based fees for its advisory services.

1

**Termination of Services.** The Client will have the right to terminate this engagement without penalty within five (5) business days after entering into the Agreement. Should the Client terminate a financial planning service after this five-day time period, the Client may be assessed fees at the Firm’s current hourly rate for any time incurred in the preparation of the Client’s analysis or plan. When an investment management services Client terminates the Agreement after the five-day period, the Client will be assessed fees on a prorated basis for services incurred from either (*i*) as a new Client, the date of the engagement to the date of the Firm’s receipt of the written notice of termination, or (*ii*) all other accounts, the last billing period to the date of the Firm’s physical or constructive receipt of written termination notice. The Firm will promptly return any prepaid, unearned fees (if any) upon receipt of termination notice. Earned fees in excess of any prepaid deposit will be billed at the time of termination and will be due upon the Client’s receipt of the Firm’s invoice. The Firm’s return of payment to the Client for financial planning services will only be completed via check from the Firm’s US-based financial institution; no credits or “transaction reversals” will be issued. The Firm will coordinate remuneration of prepaid asset-based fees to an investment account via the selected third-party investment manager.

**Conflict of Interests.** The Firm will provide disclosure throughout the term of the engagement regarding any material conflicts of interest which could be reasonably expected to impair the rendering of unbiased and objective advice. The Client acknowledges receipt of the Firm’s Form ADV Part 2A and the Form ADV Part 2B brochure supplement which describes roles and capacities his/her advisory representative may serve and whether conflicts of interest exist. The Client is hereby informed that the Client is under no obligation to act upon the Firm’s recommendations. If the Client elects to do so, the Client is under no obligation to complete these services through the Firm or a recommended service provider/issuer.

**Client Representations.** The Client represents to the Firm the following and understands and agrees that the Firm is relying on these representations as an inducement to enter into this Agreement:

* The Client certifies that he/she is legally empowered to enter into or perform this agreement.
* The Client agrees that he/she will provide the Firm with the necessary information to provide the agreed upon services.
* The Client agrees and acknowledges that the responsibility for financial decisions is theirs and that he/she is under no obligation to follow, either wholly or in part, any recommendation or suggestion provided by the Firm.
* The Client understands and agrees that the Firm performs services for other clients and may make recommendations to those clients that differ from the recommendations made to the Client. The Client agrees the Firm does not have any obligation to recommend for purchase or sale any security or other asset it may recommend to any other client.
* The Client agrees the Firm 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 the Firm is based on the professional judgment of the Firm and the information the Client provides to the Firm.
* The Client acknowledges and agrees that the Firm shall not be obligated to provide any services under this Agreement with or for the Client if, in the Firm’s reasonable judgment, this would *(i)* violate any applicable federal or state law or any applicable rule or regulation of any regulatory agency, or *(ii)* be inconsistent with any internal policy maintained by the Firm relating to its business conduct with its Clients.
* The Client acknowledges all investments involve risks and that some investment decisions will result in losses, including the potential for the loss of their principal that has been invested. The Client understands that the Firm cannot guarantee their investment goals or planning objectives will be achieved.
* If the Client account(s) served by the Firm contains only a portion of the Client’s total assets, the Firm shall not be responsible for the supervision of those Client assets not set forth through this Agreement.
* The Client understands and agrees that the Firm will not be liable for any loss incurred as a result of the services provided to the Client by the Custodian of Record via the Client’s instructions.

**Confidentiality of Information.** The Firm will regard any information provided by the Client as confidential and all recommendations and/or advice provided by the Firm shall be confidential, with disclosure only upon such terms and to such parties as designated by the Parties or as required by law. By executing this Agreement, the Client acknowledges he/she has received the Firm’s privacy policy statement that has been incorporated into the Firm’s Form ADV Part 2A.

**Multiple Clients.** In the event the Client is more than one individual, the Firm is authorized to accept the direction of either party and such direction will be binding on all parties. This authority does not extend to individual accounts (i.e., individual retirement accounts, etc.) unless the Firm receives the account holder’s prior written approval.

**Electronic Document Delivery. Whenever practical,** documents and information will be electronically delivered to the Client. Such documents and information include, but are not limited to, service agreements, account information, forms, revised advisory firm disclosures, and various types of general Client communications. Delivery mechanisms may include electronic

2

mail (e-mail), firm web site, portal, and secure data transmission services. The sending of electronic messages and/or information shall constitute delivery of the information, regardless of whether the Client chooses to read it. The Client may opt out of or revoke this consent to electronic delivery at any time by providing written notice to the Firm at its main office. The Client agrees to keep a current, functional e-mail address and will update information with the Firm immediately if an e-mail address or any other contact information changes.

**Proxy Voting.** The Firm does not vote Client proxies. The Client shall be responsible for directing the manner in which proxies solicited by issuers of securities the Client owns shall be voted and will make all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings, or other type events pertaining to Client assets. The Firm will instruct the selected service provider to forward to the Client all proxies and shareholder communications relating to their assets.

**Registration.** The Firm is an investment advisor registered with the State of Missouri. The Firm may register, become licensed, or meet exemption to registration and/or licensing in other jurisdictions it may conduct investment advisory business. Any reference to the Investment Advisers Act of 1940, as amended, in any Client document does not imply or suggest registration with the United States Securities and Exchange Commission.

**Assignment.** The Firm will not assign this Agreement to any other party without the Client’s prior written consent.

**Death or Disability.** If the Client is a natural person, the death, disability, or incompetency of the Client will not terminate or change the terms of this Agreement. The Client’s executor, guardian, attorney-in-fact, or other authorized representative may terminate this Agreement by giving written notice to the Firm.

**Disputes.** If a dispute arises out of this Agreement and cannot be settled through direct negotiation between the Firm and the Client, it may then be resolved by first entering into voluntary

Mediation, and if the Mediation is unsuccessful, then, to the extent not inconsistent with applicable law, by voluntary Arbitration via the American Arbitration Association. Mediation shall end as soon as *(i)* the dispute is resolved; or *(ii)* the mediator informs the parties that Mediation is unlikely to be successful; or *(iii)* any party elects, after three days of good faith Mediation effort, to end Mediation. An agreement to arbitrate does not apply to future disputes arising under certain federal or state securities laws. Any arbitration between the parties hereto shall be governed by the laws of the State of Missouri. Each party shall be responsible for the cost of its own legal representation at any Mediation or Arbitration proceeding. A mediation or arbitration hearing site will not be chosen if traveling to that site would cause undue hardship or expense to the Client.

Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith and, therefore, nothing contained in this Agreement shall constitute a waiver of any rights that the Client may have under federal and state securities laws.

**Other Services.** The Client acknowledges that the Firm does not and will not practice law or offer accounting services when providing financial planning or investment advice to the Client.

The Client understands that none of the fees paid under this contract relate to such services and that it is the responsibility of the Client to obtain such advice if necessary.

**Captions and Headings.** The captions and headings of the paragraphs in this Agreement and its Addenda are only for convenience and shall not be used in construing or interpreting this Agreement.

**Severability.** Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

**Entire Agreement; Modification.** This Agreement constitutes the final, complete and entire Agreement between the parties and supersedes all prior and contemporaneous understandings or agreements of the parties, and is binding on and inures to the benefit of their respective heirs, representatives, successors, and assigns. This Agreement may be modified only by amendment in a writing signed by the parties to this Agreement, which specifically states that the amendment modifies this Agreement.

**Governing Law.** This Agreement shall be governed by the laws of the State of Missouri.

*The Client hereby acknowledges receipt of Part 2 of Form ADV that includes the Firm’s Statement of its Privacy Policy. The Client is hereby informed that he/she/it has the right to terminate the contract without penalty within five (5) 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 or any other provisions of this contract notwithstanding.*

**| |**

Client Signature Spouse/Partner/Joint Account Signature Date

**|**

Print Client Name Print Spouse/Partner/Joint Account Partner Name

E-Mail Address [One per Client Engagement Agreement.]

***NOTICES TO BE SENT TO -***

To Client:

Street Address

City State Zip Code

To Firm: Clark Hourly Financial Planning, LLC

17295 Chesterfield Airport Road/Suite 200

Chesterfield, MO 63005

By:

Managing Member Date

3

Addendum – Financial Planning Services

**[Select where appropriate.]**

|  |  |  |  |
| --- | --- | --- | --- |
|  | Cash Flow/Debt Management |  | Financial Goal Setting |
|  | Investment Planning |  | Account Consolidation Plan |
|  | Retirement Planning |  | Retirement Income Planning |
|  | Social Security Planning |  | Education Planning |
|  | Insurance Needs Analysis |  | Interim Meeting |
|  | Presentation Meeting |  | Other: |

**Term of Services:** The Agreement begins on the effective date below and shall continue not later than \_\_\_\_\_\_\_\_\_\_ or the date our recommendation/services are delivered to the Client (unless sooner terminated as provided in the Agreement). The Client may elect to re-engage the Firm for similar or additional services in the future by executing a new Addendum or entire Agreement. Unless otherwise modified, the terms of this Agreement will apply during any re-engagement.

**Investment Authority.** The Firm shall provide its investment consultationunder a non-discretionary account agreement (only). Such account authority requires the Client’s prior approval involving the investment and reinvestment of account assets, portfolio rebalancing, or for the Firm to give instructions to the Custodian maintaining an account (i.e., wire instructions, etc.). The Client must make themselves available and keep the Firm updated on contact information so that instructions can be efficiently effected on the Client’s behalf.

**Fees Assessed**. Hourly services fees shall be based on a rate of $220 per hour, billed in six minute increments, and a partial increment will be treated as a whole. The estimated time to complete the plan or advice delivery is \_\_\_\_\_ hours which correlates into an *estimated* fee of $. An initial deposit of $\_\_\_\_\_\_\_ (not to exceed $500) is due upon signing of this Agreement.

**Payment Type** ***[Select One]* \_\_\_\_\_\_ Check \_\_\_\_\_\_ Teller Draft**

**The Client acknowledges receipt of Part 2 of Form ADV and that this Addendum represents an amendment to the Client Engagement Agreement (Agreement) executed on (month) (day), (year), and that all other terms and conditions of the original Agreement shall remain in full force and effect.**

**| |**

Client Signature Spouse/Partner/Joint Account Signature Date

By:

Managing Member Date

##### Addendum – Third-Party Investment Management Services

[Asset Dedication, LLC]

The selected Third-Party Investment Manager(s) will manage Client accounts in accordance with the disclosures set forth in each respective investment advisor brochure and other requisite documents provided to Client by Firm in conjunction with the delivery of required Form ADV Part 2A brochures.

The annualized asset-based fee will be calculated based on the reporting period ending value of the account (e.g., the last market day of the quarter), and is billed in arrears on a quarterly basis. Clients are advised that there may be other comparable third-party investment management programs that may be more or less costly.

|  |  |  |
| --- | --- | --- |
| **Assets Under Management** | **Asset-Based Fee\*** | |
|  | **Yearly** | **Quarterly** |
| **First $1,000,000** | 1.00% | 0.25% |
| **Next $1,000,000** | 0.80% | 0.20% |
| **Next $1,000,000** | 0.70% | 0.175% |
| **Next $1,000,000** | 0.60% | 0.15% |
| **Assets Over $4,000,000** | 0.50% | 0.125% |

\*Subject to a minimum annual fee of $2,500.

Asset Dedication’s portfolio management fee does not exceed 0.35% (35 basis points) and is incorporated into the asset-based fee noted in the table above.

**Payment of Fees.** The Firm is not directly involved in the billing process of investment management accounts, which is the responsibility of the third-party investment manager, and will remit the Firm’s portion of the advisory fee directly to the Firm. The Client’s written authorization will be required in order for the Custodian of Record to deduct advisory fees from the investment account. By signing this engagement agreement, as well as the Custodian account opening documents, the Client will be authorizing the withdrawal of such fees. Advisory fees that that have been assessed will be noted on quarterly account statements from the Custodian of Record. The Client shares in the responsibility to verify the accuracy of fee calculations; the Custodian may not verify the accuracy of advisory fee assessments.

**The Client acknowledges receipt of Part 2 of Form ADV and that this Addendum represents an amendment to the Client Engagement Agreement (Agreement) executed on (month) (day), (year), and that all other terms and conditions of the original Agreement shall remain in full force and effect.**

**| |**

Client Signature Spouse/Partner/Joint Account Signature Date

By:

Managing Member Date

##### Addendum – Permission to Share Information

I hereby authorize Clark Hourly Financial Planning, LLC to share my/our financial information with [strike out those not approved] my spouse/domestic partner, accountants, attorneys, insurance agents, and/or (state legal name)

as necessary to provide advice or service. I understand that this authorization shall remain in effect unless and until I choose to revoke it in writing, which I may do at any time. I further understand that this does not constitute a power of attorney over my account(s).

I do not grant the Firm to specifically communicate with:

Client Signature Spouse/Partner/Joint Account Signature

Printed Name Printed Name

Date Date