

FINANCIAL COACHING AGREEMENT

This Financial Coaching Agreement together with any attached Schedules, (collectively the “Agreement”), is between WALLER FINANCIAL COACHING, INC., a California Corporation and Registered Investment Advisor under the laws of the State of California (the “Advisor”) and _____ (“Client”). This Agreement pertains to financial planning/coaching services to be provided by the Advisor in accordance with the following terms and conditions:

1. Services. The Advisor shall provide Client the financial planning/coaching services checked by Advisor below:

Ongoing Planning

Coaching – Hourly support

Consulting – Financial Planning Only

At least 2 proactively scheduled conversations each year moving forward.

Comprehensive Planning – Financial Planning and Investment Management

This is a comprehensive and more personally customized and dynamic approach to financial coaching.

At least 4 proactively scheduled conversations each year moving forward.

In additional to the subject matter discussed in the Consulting program, we may also discuss:
Investment Management and Planning

One-Time Planning

Coaching – Hourly support

Strategic Overview Reviewing all areas of your financial life (1-6 months)

Financial Independence Check-up (FI specific topical review 1-3 months)

Scope of Services: Some areas of discussion are listed below. We will discuss scope of services during our first conversation. Please check those specific areas you would like to make sure we address before then.

- Net Worth
- Debt Management
- Cash Flow
- Establishing and Tracking Goals
- Emergency Fund
- Basic Investing Strategies
- Investment Planning/Investment Policy Statements/Investment Management
- Financial Independence/Retirement Planning/Retirement Income Design
- Capital Needs Analysis (Goal Funding)
- Income Tax Planning
- Education Planning
- Estate Planning
- Contingency Planning
- Philanthropic Planning
- Other Projects _____

2. Client Responsibility. Clients retain discretion over and responsibility for the implementation of any decisions relating to financial planning recommendations. Clients are free to accept or reject any recommendation from the Advisor.

Client recognizes the value and usefulness of the financial planning services described in this Agreement will be dependent upon information Client provides Advisor and the Client's active participation in the formation of financial planning objectives. Clients are advised that it remains their responsibility to notify Advisor if there are any changes in their financial situations or investment objectives. The client and the Advisor will then determine if the client wishes to engage the Advisor to review, evaluate and revise the previous recommendations provided. It may also be necessary for Client to provide copies of insurance policies, wills and trust agreements, tax returns, and other documents the Advisor may reasonably request in order to permit complete evaluation prior to providing recommendations to Client. For purposes of this Agreement, Client acknowledges that Advisor is not engaged in the practice of law or accounting. Planning recommendations shall not constitute legal or tax advice, analysis or opinion.

Client is responsible for any and all decisions regarding implementation of these planning recommendations.

3. Fees. Compensation to Advisor for its financial coaching services varies based on the level of relationship that would best support the client and the complexity of the clients situation. The engagement will be for services described as follows:

Ongoing Planning

- Onboarding** - \$_____ (Less than 6 months)
Base Fee of \$1,500 (Single) and \$3,000 (Couple)
Paid 1/2 upfront and 1/2 upon the completion of the financial planning work.
- Consulting** – \$_____ per year.
Base Fee of \$1,000 (Single) and \$2,000 (Couple)
Please select your payment option: \$_____/quarter or \$_____/month
- Comprehensive** - \$_____ per year. Includes investment advice.
Transaction fees, platform fees etc. will be the responsibility of the client. Fees are based on complexity. Fees can be paid quarterly or monthly and will be re-evaluated at the clients request or every 24 months.
Please select your payment option: \$_____/quarter or \$_____/month

Payment Method:
 - Advice Pay/Direct Invoicing
 - Billed to Investment Accounts at Betterment or Fidelity
- Coaching** - \$250/hour (As long as a current financial plan is on file)

One-Time Planning

- Strategic Overview** – \$_____. Deposit of \$_____
Minimum Fee of \$2,000 (Single) and \$4,000 (Couple).
Paid 1/2 upfront and 1/2 upon the completion of the financial planning work.
- Financial Independence Check-up** – \$_____. Deposit of \$_____
Minimum fee of \$2,000
- Coaching** - \$300/hour with an initial estimate of ___ hours. Deposit of \$_____

Unless otherwise stated, fees are negotiable.

4. Expenses. Client agrees to pay all of Advisor's out-of-pocket expenses incurred in performing professional services, as well as any third-party professional service fees and expenses, provided that such fees and/or expenses are expressly authorized by the Client. Any brokerage commissions, custodial fees and service charges, stock transfer fees, and other similar charges incurred in connection with transactions resulting from Advisor's recommendations will be charged separately to the Client and are in addition to the financial planning fees paid to the Advisor. If the client chooses to separately retain Waller Financial Coaching for investment management/advisory services, the fee structures will be outlined under a separate investment advisory agreement.

5. Broker-Dealer Recommendations. Except to the extent the Client directs otherwise, the Advisor will use its discretion in recommending a broker or dealer. In recommending brokers and dealers, Advisor will comply with its fiduciary duty to seek best execution and with the Securities Exchange Act of 1934. Advisor may take into account relevant factors such as (a) price, (b) the broker's or dealer's facilities, reliability and financial responsibility, (c) the ability of the broker or dealer to effect transactions, particularly with regard to such aspects as timing, order size and execution of order, (d) the research and related brokerage services provided by such broker or dealer to the Advisor (if any), notwithstanding that the Account may not be the direct or exclusive beneficiary of such services and (e) any other factors the Advisor considers to be relevant.

6. Limitation of Liability. Advisor will use its best judgment and good faith efforts in rendering services to Client. Planning recommendations shall not constitute legal or tax advice, analysis or opinion. Client indemnifies Advisor and its associates for any losses, claims, or damages, including legal fees, which may be incurred by Advisor as a result of its reliance upon inaccurate information provided by the Client. Advisor cannot warrant or guarantee any particular level of account performance, or that a Client's account will be profitable over time. Not every investment recommendation made by Advisor will be profitable. Client assumes all market risk involved in the investment of assets and understands that investment recommendations made are subject to various market, currency, economic, political and business risks. Except as may otherwise be provided by law, Advisor will not be liable to Client for (a) any loss that Client may suffer by reason of any investment decision made, or other action taken or omitted in good faith, by Advisor with that degree of care, skill, prudence and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; (b) any loss arising from Advisor's adherence to Client's instructions; (c) any loss arising from a Client's failure to follow Advisor's recommendation; or (d) any independent act or failure to act by a custodian of Client's account. Nothing in this Agreement may be interpreted to limit or modify the Adviser's fiduciary duties to its clients and nothing in this Agreement shall be deemed a waiver of any right or remedy that a client may have under federal or state securities laws. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith.

7. No Custody on Client Assets. The Client understands that the Advisor does not have custody of any Client funds, securities or other assets. Accordingly, the Advisor shall have no liability to the Client for any loss or other harm to any assets or property in any brokerage account, including any harm to any assets or property in an account resulting from the insolvency of the custodian or any acts of the agents or employees of the custodian regardless of whether the full amount of such loss is covered by Securities Investor Protection Corporation (SIPC) or any other insurance which may be carried by the custodian. The Client understands that SIPC provides only limited protection for the loss of property held by a broker-dealer.

8. Conflicts of Interest. The Client agrees that the Advisor may refrain from rendering any advice or services concerning securities of companies of which the Advisor or any of its representatives may have substantial economic interest, unless the Advisor either determines in good faith that it may appropriately do so. Advisor may direct security transactions to broker-dealers who provide Advisor with research materials or other soft dollars (if applicable).

A conflict exists between the interests of the investment adviser and the interests of the client. The client is under no obligation to act upon the investment adviser's recommendation. If the client elects to act on any of the recommendations, the client is under no obligation to affect the transaction through the investment adviser.

9. Non-Exclusive Advisory Services. It is understood that the Advisor performs investment advisory and financial planning services for various clients. The Client agrees that the Advisor may give advice and take action with respect to any of its other clients or for itself which may differ from advice given, or the timing or nature of action taken, with respect to the Client. Recommendations and/or transactions in a specific security may not be accomplished for all clients at the same time or the same price. Nothing in this Agreement shall limit or restrict the Advisor or any of its directors, officers, affiliates or employees from buying, selling or trading in any securities or other assets for its or their own account or accounts, and the Client acknowledges that the Advisor, its directors, officers, affiliates and employees, and other clients of the Advisor, may at any time acquire, increase, decrease or dispose of portions of investments which are at the same time being recommended and/or acquired, held or disposed of for the Client.

10. Reliance on Information. The Client understands that Advisor, in the performance of its obligations and duties under the Agreement, is entitled to rely upon the accuracy of information furnished by the Client without further investigation. The Client agrees that the Advisor will not be liable for any losses, costs or claims suffered or arising out of the Client's failure to provide the Advisor with any information or documents reasonably necessary for the creation of the financial plan. Client agrees to keep Advisor fully informed of any change in Client's circumstances, financial or otherwise, that may alter Advisor's investment recommendations on Client's behalf.

11. Termination and Refund Policy. This Agreement will terminate automatically if it is assigned by Advisor without prior written consent of Client. If Advisor has provided the Client a copy of its Form ADV Part 2 less than forty-eight hours prior to entering into this Agreement or if Advisor provided the Client a copy of its Form ADV Part 2 at the time of entering into this Agreement, then Client may terminate this Agreement without penalty within five (5) business days after entering into the Agreement. Alternatively, this Agreement may be terminated at any time by either party by written notice to the other party as set forth below in Section 15. In addition, all custodial termination and transfer fees, if any, assessed by Custodian will be the responsibility of Client. This Agreement will inure to the benefit of Advisor and its successors, irrespective of any change in the personnel thereof, and shall bind Client, Client's estate and any heirs, beneficiaries or successors in interest.

In the event of termination and where services under Section 1 remain uncompleted, any prepaid but unearned fees will be promptly refunded by Advisor. Any fees that have been earned by Advisor but not yet paid by Client will be immediately due and payable. Any other requests for refunds will be considered on a case by case basis at the written request of Client if made within 15 days of termination.

Financial Coaching Services can be offered on a one-time, or ongoing basis depending on client preference. Agreements are made on an annual basis and renewed each year.

12. Implementation and Monitoring – Client will be solely responsible for the implementation and monitoring of financial planning recommendations unless separate agreements are made.

13. Receipt of Form ADV Part 2 and Privacy Statement. The Client, or Client's representative, acknowledges receipt of Advisor's current Form ADV Part 2 as filed by Advisor on the IARD System, and Advisor's Privacy Policy.

14. Confidential Relationship. All information and advice furnished by either party to the other or the other's agents and employees in connection with this Agreement will be treated as confidential and will not be disclosed to third parties except as required by law. Client authorizes Advisor to disclose to custodian or third-party professionals including attorneys, insurance advisors or CPA's, information Advisor deems necessary and appropriate to properly perform its obligations and duties hereunder.

15. Notices. Client agrees to receive any communications from Advisor or its representatives electronically, which would otherwise be sent via US or International mail, messenger, courier or similar service. Examples of such communications include but are not limited to delivery of: general correspondence, notices, instructions, Account information, disclosures and Brochures.

Should Advisor or Client choose to communicate via means other than electronic mail, unless otherwise specified herein, all notices, instructions, and any advice with respect to security transactions or any other matters contemplated by this Agreement, will be deemed duly given when received in writing by Advisor at its current address as listed on its most recently filed Form ADV Part 2A, or when deposited by first-class mail to the same address whichever is sooner.

16. Joint Clients. Joint Planning Clients will be considered one Client. Any information Advisor receives from one party can be shared with the other party. If one party gives Advisor authorization under this agreement the authorization will be valid as to both parties

17. Non-Assignment Clause. This Agreement may not be assigned by either party without the prior written consent of the other party.

18. Severability. If any provision of this agreement is held by any court or in any arbitration to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

19. Indemnification. In the event Advisor, or any of its employees, are made party to any claim, dispute or litigation or otherwise incur any loss or expense in connection with Client's obligations or liabilities arising related to this agreement, Client shall indemnify and reimburse Advisor or such other person or persons for all losses and expenses incurred, including reasonable attorney fees. Notwithstanding the foregoing, nothing in this section shall constitute a waiver of any right Client may have under State or Federal law.

20. Attorney Fees. In the event any action, including without limitation those arising before and at any trial, arbitration, bankruptcy, or other proceeding and in any appeal, is filed to enforce or interpret the terms and obligations of this Agreement or any issues related to the United States Bankruptcy Code (whether or not the issues relate to the terms of this Agreement), the prevailing party shall be entitled to its reasonable attorney fees, paralegal fees, disbursements and costs, including reasonable post-judgment attorney fees incurred in collection efforts.

21. Mediation/Arbitration. Excepting matters for injunctive relief, any claim or controversy arising out of or relating to the Agreement, including, without limitation, the Advisor's performance, or interpretation of the Agreement, shall be settled either by mediation instituted at the request of either party, or if not resolved by mediation, by arbitration. Any such mediation or arbitration shall take place in the State of California, unless otherwise agreed to by both parties. Judgment on any arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. Notwithstanding the foregoing, nothing in this section will constitute a waiver of any right client may have to choose a judicial forum. Mandatory pre-dispute arbitration clauses may not be enforceable in all jurisdictions.

22. Governing Law and Venue. To the extent Federal law does not apply to this Agreement, it shall be construed in accordance with the laws of the State of California without regard to conflict of law principles thereunder. The parties agree that all disputes relating to this Agreement shall be tried in California with venue therein, to the exclusion of all other courts that might have jurisdiction except for this provision.

23. Entire Agreement. This Agreement states the entire agreement between the parties relating to the subject matter hereof. All prior or contemporaneous agreements between the parties will be merged herein and superseded by this Agreement. No other agreement, verbal or otherwise, shall be binding upon the parties unless written and signed by both parties.

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This Agreement shall be effective upon the last party's signature below.

Client

Advisor

WALLER FINANCIAL COACHING, INC.,
a California corporation

Signature Date

Justin C. Waller, CFP® Date
Financial Coach

Printed Name

Signature (for joint account) Date

Printed Name (for joint account)

Address

Phone Number: _____

Facsimile Number: _____

Email Address: _____

Fiduciary Oath

Putting Your Interests First

I believe in placing your best interests first. Therefore, I am proud to commit to the following five fiduciary principles:

1. I will always put your best interests first.
2. I will act with prudence; that is, with the skill, care, diligence, and good judgment of a professional.
3. I will not mislead you, and I will provide conspicuous, full and fair disclosure of all important facts.
4. I will avoid conflicts of interest.
5. I will fully disclose and fairly manage, in your favor, any unavoidable conflicts.

Planner Signature: _____

Planner Name: Justin C. Waller



Release of Client Information

I, _____ authorize my financial planner, **Justin C. Waller** and their representatives to discuss my financial situation with other individuals and/or organizations as listed below.

Estate Planning Attorney

Name _____ Phone Number _____

Tax Preparer/CPA

Name _____ Phone Number _____

Mortgage Consultant

Name _____ Phone Number _____

Property/Casualty Agent

Name _____ Phone Number _____

Benefits/Human Resources

Name _____ Phone Number _____

Trustee/Executor

Name _____ Phone Number _____

Family Member

Name _____ Phone Number _____

Other

Name _____ Phone Number _____

I understand that it is my responsibility to inform **Justin C. Waller** if I no longer authorize communications regarding my financial matters between any of these individuals/organizations.

x

Client Signature _____ Client Name _____ Date _____

x

Client Signature _____ Client Name _____ Date _____