



## **Investment Advisory Agreement**

This Investment Advisory Agreement is between The Financial Coaching Group and \_\_\_\_\_ . The Financial Coaching Group is registered with the State of California and \_\_\_\_\_ wants to retain us to act as your investment advisor in accordance with the terms and conditions of this Agreement.

This Agreement is intended to outline the responsibilities of the parties with regard to the financial planning services to be provided by The Financial Coaching Group.

1. We will give you the benefit of our continuing study of economic conditions, securities markets and other economic issues. On the basis of these studies, we shall provide advice from time to time regarding the allocation of your assets, including the specific allocation of money market funds, stocks & bonds, CDs, municipal and government securities, mutual funds, unit investment trusts, annuities, and other appropriate investments.
2. You will receive statements directly from your broker/dealers, mutual funds and money managers, as appropriate. The Financial Coaching Group does not prepare regular client reports.
3. If you desire financial planning services exclusively, you agree to pay The Financial Coaching Group \$250.00 per hour, payable after the consultations. Written financial plan fees range from \$250.00 to \$2,000.00, depending on the complexity of your financial situation. The amount will be determined and agreed upon before any work begins. Half the negotiable fee is due in advance, the rest upon the presentation of the plan, which will always be will within 3 months of our engagement.
4. If you desire a written Portfolio MRI®, you agree to pay The Financial Coaching Group \$500.00 payable upon presentation of the analysis to you. The entire fee is due in advance. Once the Portfolio MRI® is started, which will always be within 24 hours of our engagement, the maximum refund will be \$200.00.
5. On occasion, The Financial Coaching Group may select and monitor money managers registered in the State of California for you. When we do so you acknowledge that the money managers pay us a portion of the fee you pay them - you do not pay us directly for this service.

6. You acknowledge that the principals of The Financial Coaching Group are also licensed insurance agents. As such, we may receive normal and customary sales commissions and other income.
7. You acknowledge that past performance of investments recommended by The Financial Coaching Group should not be construed as an indication of future results, which will prove to be better or worse than past results. **YOUR INVESTMENTS WILL GO UP OR DOWN, DEPENDING ON MARKET CONDITIONS.** We make no promises, guarantees or warranties that any of our services will result in a profit to you. You may rely on information furnished by us to be reasonably accurate and reliable.
8. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration, in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
9. This Agreement may be modified upon such terms as may be mutually agreed upon in writing. This Agreement is terminable by you at any time, for any reason. Any fees paid in advance are refundable on a prorated basis. Either party may terminate this Agreement upon written notice. The Agreement is not assignable by The Financial Coaching Group without the advance written consent of the client.
10. If this Agreement is established by you, the undersigned, in a fiduciary capacity, you hereby certify that you are legally empowered to enter in or perform this Agreement in such a capacity. If this Agreement is established by a corporation, the undersigned certifies that the Agreement has been duly authorized, executed and delivered on behalf of such corporation and that the Agreement is a validly certified copy of a resolution of the Board of Directors of the corporation to that effect and authorizing the appropriate officers of the corporation to act on its behalf in connection with this Agreement.
11. This Agreement shall be governed by the State laws of California. This Agreement contains all the understanding of the parties as to this Agreement.

Your legal address is: \_\_\_\_\_

By signing this Agreement you acknowledge that you have reviewed The Financial Coaching Group's Disclosure Brochure and Privacy Notice as required by the State of California's investment advisory regulations.

For the firm: \_\_\_\_\_ date \_\_\_\_\_

Accepted by: \_\_\_\_\_ date \_\_\_\_\_

Accepted by: \_\_\_\_\_ date \_\_\_\_\_