

CLIENT SERVICE AGREEMENT

Please review this Client Service Agreement (“Agreement”) carefully as it sets forth an understanding between you (the “Client”) and Bustamante Financial Planning, LLC (“BFP”) regarding services to be provided by BFP and your responsibilities as a Client of BFP.

If you have any questions about this Agreement, please contact BFP before you sign it.

Part I: Parties to the Agreement

A. Client

Client Name
Address1
Address2
City, State Zip
Phone
EMail

B. Bustamante Financial Planning

Thomas Bustamante, CFP®
Bustamante Financial Planning, LLC
2700 Via Venado
Santa Fe, NM 87505
(505) 231-4607
thomas@bustamantefinancialplanning.com

Part II: Services to be Provided

A. **Conditions for Effective Performance under the Agreement** - BFP and Client agree to engage in a Financial Planning Process as described in Part II.C below. Client understands and agrees that withholding relevant information during any stage of the Financial Planning Process may undermine the effectiveness of any review, the accuracy of any analysis, and the suitability of any recommendation made by BFP.

B. **Specific Services Requested** - Please use a check mark to indicate the specific financial planning services you wish to obtain from BFP:

<input type="checkbox"/>	Financial Statements: Net Worth, Cash Flow, and Ratio Analysis				
<input type="checkbox"/>	Debt and Loan Management Review				
<input type="checkbox"/>	Retirement Funding and/or At Retirement Review				
<input type="checkbox"/>	Investment Review and Analysis: Investment Policy Statement				
<input type="checkbox"/>	Risk Management and Insurance Review				
<input type="checkbox"/>	Education Funding				
<input type="checkbox"/>	Health Care Coverage Review				
<input type="checkbox"/>	Business Succession Planning Facilitation				
<input type="checkbox"/>	Financial Preparation for Implementing a Business or Career Change				
<input type="checkbox"/>	Philanthropic Planning				
<input type="checkbox"/>	Life Changes				
<input type="checkbox"/>	Estate Plan Review				
<input type="checkbox"/>	Comprehensive Financial Planning				
<input type="checkbox"/>	Other Services (Describe)				

C. **Financial Planning Process** - Regarding the specific services requested in Part II.B, BFP and the Client will work together to:

- a. Develop a mutual understanding of Client goals and objectives
- b. Gather relevant data
- c. Develop and consider the possible impact of alternative action/inaction scenarios
- d. Decide on a course of action/inaction
- e. Agree on implementation steps and responsibilities
- f. Agree on ongoing monitoring and periodic review steps and responsibilities

- D. **Collaboration with other Professionals** - During the Financial Planning Process, BFP and/or the Client may determine the need to consult with other third party professionals, including the client's legal and/or accounting advisors. Before initiating contact with any third party on behalf of the Client, BFP will obtain Client's written permission to disclose and/or obtain Client information from that party.
- E. **Limitations of Practice** - BFP does not provide legal or accounting advice and does not prepare any legal or accounting documents determined to be necessary or desirable during the Financial Planning Process. The Client understands that none of the fees paid under this Agreement relate to accounting or legal services, and that it is Client's responsibility to obtain accounting or legal services as needed.

Part III: Material Information Relevant to the Relationship

- A. **Fees** - One purpose of this contract is to negotiate fees for BFP services. Fees consist of an hourly rate plus reimbursement for reasonable expenses incurred by BFP in performing under this Agreement.

Hourly Rate - BFP's standard hourly rate for service is \$160 per hour. However, BFP reserves the right to adjust its standard hourly rate based on Client circumstances. Under this Agreement, Client and BFP agree that the hourly rate for service shall be: \$_____.

Reimbursement for Expenses Incurred on Behalf of Client - Client agrees to reimburse BFP for all reasonable costs incurred by BFP in performing under this Agreement. This includes but is not limited to travel costs beyond Santa Fe County (based on IRS mileage reimbursement schedules).

Billing Protocol - Fees may be billed at the end of a planning session or at month-end. Unless otherwise agreed upon, invoices will be sent to Client via email. Payment is due upon receipt of the invoice. Fees will be subject to New Mexico Gross Receipts Tax.

- B. **Client Representations** - Client represents the following to BFP:
- Client will provide BFP with the necessary information to provide the agreed-upon services.
 - Client is responsible for all financial decisions, and the Client is under no obligation to follow, either wholly or in part, any recommendation made by BFP.
 - Client acknowledges and agrees that BFP obtains information from a wide variety of publicly available sources and that BFP cannot guarantee the accuracy of the information or the success of any advice BFP may provide based on that information.
 - Client acknowledges and agrees that all investments involve risks and that some investment decisions will result in losses.
 - Client acknowledges and agrees that upon completion of services to be provided under this Agreement, BFP is under no obligation to contact the Client to recommend changes to Client's financial plan or to retract or revise any recommendation made under this Agreement.
 - If this Agreement is established by Client acting in a fiduciary capacity, Client hereby certifies that s/he is legally empowered to enter into this Agreement in such capacity.
 - BFP performs services for other clients and may make recommendations to those clients that differ from the recommendations made to Client. Client acknowledges and agrees that BFP does not have any obligation to recommend for purchase or sale any security or other asset it may recommend to any other client.
- C. **Confidentiality** - BFP shall regard any information provided by Client as confidential. All recommendations and/or advice provided by BFP shall be confidential, with disclosure only upon such terms and to such parties as may be required by law.
- D. **Termination** - Either party may terminate this Agreement at any time by written notice to the other. If this Agreement is terminated, any fees due to BFP at the time of termination will become immediately due from the Client and payable to BFP. Client will be responsible for any payments due to third parties as a result of BFP action(s) pursuant to Client instruction(s) prior to notice of termination of this Agreement.

- F. **Transactions** - BFP will not implement any transactions on behalf of the Client, although BFP may help the Client to complete paperwork; draft letters for Client signature; and/or prepare instructions for Client follow-through. BFP will not have power of attorney or discretionary authority over any Client account.
- G. **Clients Consisting of More than One Individual** - In the event that Client is more than one person, BFP is authorized to accept the direction of any person named below. However, BFP reserves the right to confirm instructions given by any one person named below with any other person named below.
- H. **Commissions** - Client understands that BFP will not receive commissions on any transactions that may result from the services provided under this Agreement.
- I. **Assignment** - BFP will not assign this Agreement to any other party without Client's written consent.
- J. **Severability** - If any provision of this Agreement shall be held or made unenforceable by a statute, rule, regulation, decision of a tribunal, or otherwise, such provision shall be automatically reformed and construed so as to be valid, operative, and enforceable to the maximum extent permitted by law or equity while most nearly preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement.

Part IV: Additional Information

This Agreement is effective as of the date signed below and will remain in force until terminated by either party. To terminate this Agreement, please notify BFP in writing (by U.S. Mail or email).

You are encouraged to review the information contained in this disclosure form and to ask BFP any questions you may have. Should any material changes occur, BFP will provide updated information in a reasonable time frame.

Thomas Bustamante, as a CFP[®] certificate holder, acknowledges responsibility to adhere to the standards established in the CFP Board's *Standards of Professional Conduct*, including the duty of care of a fiduciary, as defined by the CFP Board. If Client becomes aware that Mr. Bustamante's conduct may violate these *Standards*, Client may file a complaint with the CFP Board at www.CFP.net/complaint.

Part V: Part Receipt of Disclosure Document and Privacy Notice

Client hereby acknowledges delivery and receipt of BFP's Disclosure Document, Part 2 of BFP's Form ADV. Unless Client received said Disclosure Document at least forty-eight (48) hours prior to execution of this Agreement, Client may cancel this Agreement within five (5) days of execution by giving written notice of such cancellation to BFP. Client further acknowledges delivery and receipt of BFP's Privacy Policy Notice as required by the Gramm-Leach-Bliley Act of 1999, which is attached hereto at Schedule A.

I hereby acknowledge the terms of this Agreement and the disclosures made above.

_____/_____
Client's Signature Date Client's Signature Date

Client's Printed Name Client's Printed Name

_____/_____
Thomas Bustamante, BFP Date