



Financial Coaching Agreement

This financial coaching agreement is made this ____ day of _____, 20___, between Purposeful Strategic Partners, a sole proprietorship, (PSP) and _____ (the client). Client wants to retain PSP to act as your financial coach 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 coaching services to be provided by PSP.

1. Services Provided

Client agrees to provide PSP with all current material and information pertinent to his/her financial situation, and all financial recommendations shall be made by PSP based on this provided information. It will be the client's responsibility to advise PSP of the client's financial objectives and of any changes therein. PSP will rely upon this information in analyzing the client's situation and making recommendations and it is important that it be kept up to date. In the event client wishes to engage PSP to provide additional services, client and PSP will establish mutually agreed upon terms for the continuation of services.

Financial Coaching

Client shall receive analysis, recommendations, and guidance on client's finances and financial goals including: net worth (assets-liabilities), cash flow & budgeting (current and projected), risk management, financial objectives, insurance, and any other particular needs as requested by client, i.e. college funding, retirement needs, estate planning, and/or tax considerations. After review of all pertinent client information and objectives and mutually agreed upon assumptions, PSP will analyze client's financial situation.

Upon completion of the analysis, PSP will make recommendations including suggested strategies to achieve client's stated objectives. PSP will provide client with a written report of all analysis and recommendations. In the event client wishes to engage PSP to provide additional services, mutually established terms will be agreed upon for the continuation of services. Client can at their discretion follow or disregard any information or recommendations. Client makes, and is fully responsible for, all decisions related to advice given.

Client will receive three coaching meetings each year to identify financial objectives, prioritize goals, and receive advice on meeting stated goals. In the time between each meeting, PSP will analyze their situation and develop a detailed plan for their highest priority goal, including analysis, alternatives, and a recommended course of action. Client may also schedule up to two phone check-in meetings each year to discuss progress and any needed adjustments. Client may have unlimited e-mail correspondence to get simple questions answered between meetings. Client will also receive a monthly e-mail which may include to-do checklists for the month, self-check assessments, reviews of accomplishments toward their goals, or other information relevant to the client and helpful in moving toward their goals.

Initial Financial Plan

Financial coaching will begin with an initial financial plan to set a foundation for the coaching engagement. One or more phone/virtual meetings may be offered to gather data and needed information for the plan. PSP will review all pertinent client data and objectives and mutually agreed upon assumptions and will prepare an analysis limited to the topic below as



selected by the client. PSP will provide client with a written report of the analysis and recommendations to assist client in meeting his/her stated objectives. Client will also receive a recommended course of action for implementation of the plan. Client to choose from amongst the following three choices for their initial plan.

_____ **Client Initials: Financial Foundation Plan**

Client elects to begin the engagement with a Financial Foundation Plan to include the following components:

- Goal determination & development
- Cash flow analysis
- Budget development
- Net worth statement development
- Debt analysis

-or-

_____ **Client Initials: Debt Management Plan**

Client elects to begin the engagement with a Financial Foundation Plan to include the following components:

- Goal determination & development
- Budget review (based on client reporting)
- Debt analysis
- Debt pay-off priority
- Debt payment schedule

-or-

_____ **Client Initials: Custom Purpose Plan**

Client elects to begin the engagement with a custom Purpose Plan to achieve the below stated goal. The exact details of the plan shall be mutually agreed upon between PSP and Client during an initial meeting

- | | |
|--|--|
| ___ Topic/Objective _____ | _____ |
| ___ Home Purchase Planning | ___ Insurance/Risk Management Planning |
| ___ College Funding Planning | ___ Entrepreneurship Planning |
| ___ 401(k) Plan Analysis & Explanation | ___ Employee Benefits Analysis |

2. Confidentiality

All information and advice furnished by either PSP or client to the other, including respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as required by law or by regulation, ruling or order issued pursuant to law. PSP may share nonpublic personal information to service providers involved with the administration and servicing of the client's plan, which may include client's attorneys, accountants, auditors, and other professionals.



3. Services Not Provided

Client may receive education on investment alternatives, legal risks, or tax planning opportunities, but will not receive investment, legal, nor tax advice. PSP does not provide investment, tax, nor legal advice through its coaching services. Clients who desire this advice should engage with PSP under a Financial Planning agreement. We recommend you also consult with your tax and/or legal advisor for such guidance related to tax preparation or legal matters. PSP is not qualified to prepare accounting nor legal documents for the implementation of client's plans. Service not provided include, but are not limited to, legal advice, opinions, determinations, documents, tax returns or accounting documents.

Past performance of investments should not be construed as an indication of future 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.

4. Fees and Termination of Services

Fees for the initial Financial Plan (Financial Foundation Plan, Debt Management Plan, or Custom Purpose Plan) are \$800 for individuals and \$900 for couples.

Due to the complexity of the client's situation, the plan fee has been modified to: \$ _____ Client Initials: _____

Ongoing comprehensive coaching service fees include a 30% discount for the initial financial plan. Subsequent to the initial plan fee, a fixed monthly service fee will apply at \$100 per month.

Client elects to engage in financial coaching at an hourly rate of \$150 per hour and charged monthly in advance.

The estimated initial plan fee is due to PSP in advance. Fees for ongoing financial coaching will be due on the first of the month following the initial engagement and on the first of the month thereafter until the financial coaching agreement is cancelled by either the client or PSP according to the terms of this agreement. Any fees paid in advance are refundable on a prorated basis for work not completed. Either party may terminate this agreement for any reason upon receipt of written notice. Upon termination of a financial coaching engagement, any earned, unpaid fees will be invoiced based upon the time spent and services rendered by PSP up to the time of termination.

5. Modifications & Assignment

This agreement may be modified only by a written agreement signed by both parties. This agreement shall be for a period of one year beginning on the date written in the first paragraph. This agreement is not assignable by either party without the advance written consent of the other party.

6. Outside Compensation & Conflicts of Interest



PSP does not accept outside compensation from any third parties related to the services provided to the client. PSP shall not receive any commission, kick-back, referral fee, or other remuneration connected with any advice or analysis provided to the client. All income earned related to client advice is paid by the client. PSP may receive income from sources unrelated to advice or analysis provided to the client, including but not limited to book sales, website advertising or affiliate revenue, seminar fees, and writing fees. Client advice is disconnected from these revenue sources to eliminate conflicts of interest. If a client is advised to attend a seminar, purchase a book, or take some other action which could generate revenue for PSP, PSP will disclose the potential conflict of interest with the advice.

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, and if the client elects to act on any of the recommendations, the client is under no obligation to effect the transaction through the investment adviser.

All material conflicts of interest will be disclosed prior to entering into or renewing an advisory agreement. If a material conflict of interest arises during the course of a contract which the firm is aware of, the client shall be notified of the conflict of interest.

7. Implementation & Custody of Assets

PSP shall not act as custodian for any coaching client assets. PSP does not possess nor exercise any discretion with respect to client transactions. PSP is not obligated to negotiate on behalf of the client with any third-party vendor. The client understands that they are solely responsible for the implementation of the plan, and may choose not to implement any or all of the plan. PSP may assist clients with executing the plan, but will not execute recommendations for the client.

Clients wishing to implement the advice are free to select any service provider they wish. Clients requesting recommendations will receive referrals to multiple providers based on their costs, skills, reputation, dependability and compatibility with the client. Client is under no obligation to choose amongst the referrals and should conduct their own due diligence. NOTE: Clients may be able to obtain lower commissions and fees from other providers. To avoid conflicts of interest, PSP does not receive any compensation from service providers for the referrals made.

8. Arbitration

Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by binding 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.

ARBITRATION OPT OUT:

You may opt out of arbitration by sending a letter, within 1 month of signing the agreement, clearly stating your desire to opt out of binding arbitration and including your name, address, and phone number to:

Purposeful Strategic Partners
Arbitration Opt Out
P.O. Box 9528
Alta Loma, CA 91701



9. Indemnification

Client agrees to full cooperation to supply PSP with complete, truthful and timely information relating to client's financial goals. If in the event client chooses not to follow the advice of PSP and implements a financial plan according to client's own discretion, client agrees to indemnify and hold harmless PSP and its employees from any and all liability that may be incurred by PSP as a result of its providing advice or management services to client pursuant to the terms of the agreement and shall reimburse PSP for reasonable attorney's fees or costs resulting from any claim or litigation.

10. Governing Law

This agreement shall be governed by the laws of California. This agreement contains all the understanding of the parties as to this agreement. The sole place of venue for any lawsuit arising from this agreement shall be San Bernardino County, California.

11. Miscellaneous

Headings are given to the Sections and subsections of the Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Agreement or any provision thereof.

No change or modification of this Agreement shall be valid or binding upon the parties unless the change or modification is in writing and signed by the parties. Notwithstanding the preceding sentence, PSP may amend the Agreement to the extent permitted by the Agreement.

12. Notices.

Any notice, request, instruction, or other document to be given hereunder shall be in writing and delivered personally or sent by first class mail, postage prepaid, addressed, if to PSP, to the following:

Purposeful Strategic Partners
P.O. Box 9528
Alta Loma, CA, 91701

And, if to the client, to the address set out below.



13. Signatures

Purposeful Strategic Partners: _____ (signature) _____ (date) _____
Joshua D. Escalante Troesh, President

Client(s): _____ (Print name) _____ (Signature) _____ (Date) _____
_____ (Print name) _____ (Signature) _____ (Date) _____

Client's Legal Address _____
