

SCAGLIOTTI & ASSOCIATES
ADVISORY SERVICES AGREEMENT

I. ENGAGEMENT

This agreement is between **SCAGLIOTTI & ASSOCIATES** a Registered Investment Advisor (hereinafter referred to as “Advisor“ or “SCAGLIOTTI & ASSOCIATES”), and **CLIENT NAME(S)** (hereinafter referred to as “Client”).

The undersigned Client hereby engages the Advisor subject to acceptance by the Advisor, to provide investment advisory services with respect to Client financial goals and objectives. The investment advisory services shall consist of and be rendered pursuant to the following terms and conditions.

II. TERM OF ENGAGEMENT

This agreement will be in effect for the following time period: XX/XX/XXXX On-going or Till project completion

III. ADVISORY SERVICES

Advisor will provide financial advisory services as described in Schedule A attached. Client agrees to hold Advisor harmless from any liability arising out of any potential negative consequences to Client’s situation for those areas not reviewed.

No on-going review or monitor after initial plan presentation until scheduled annual review, if applicable.

Updates to plan recommendations are implemented as noted in action items provided to client, if applicable.

Client(s) initials _____/_____

Advisor’s Initials _____

IV. FURNISHING INFORMATION

Client agrees to provide current contact information to the advisor as well as any updates to contact information

Client agrees to provide current and accurate information to Advisor concerning Client’s assets, liabilities, income, investment, income tax situation and estate plan, and to discuss with Advisor, Client’s financial needs and goals.

Client agrees to provide information by date assigned by advisor. Client agrees to inform Advisor on a timely basis of any changes in the foregoing information. Client also agrees to permit Advisor at Advisor’s discretion, to consult with and obtain information concerning Client from Client’s accountant, attorney, and other advisors, provided Client gives prior approval before any such consultation. Advisor shall have no obligation to so consult or to obtain such information, or to verify any information obtained from Client or Client’s accountant, attorney, or other advisors.

SCAGLIOTTI & ASSOCIATES
ADVISORY SERVICES AGREEMENT

VIII. LIABILITY

Client acknowledges that Advisor obtains information from a wide variety of publicly available sources. The recommendations made by Advisor will be based upon the professional judgment of Advisor and Advisor does not guarantee the results of any recommendation or any level of return. Advisor shall not be liable for any act or failure to act except for negligence, willful misconduct, or bad faith. This is not to be deemed a waiver, by Client, of compliance of Advisor with any applicable federal or state securities laws or any rule, regulation or other there under, or any rights Client may have under any such act, statute, rule, regulation or order.

IX. RECEIPT OF DOCUMENTS

Client acknowledges receipt of Part II of Form ADV of Advisor prior to or contemporaneously with execution of this agreement and understands that this agreement may be terminated without penalty within five (5) business days after entering this agreement. Advisor will, upon written request of Client, deliver to Client on an annual basis, the current Part II of Advisor's Form ADV.

Client acknowledges receipt of the Privacy Policy of Advisor

Client(s) initials _____/_____

Advisor's Initials _____

X. TERMINATION

After 5 days from execution, this agreement may be terminated by either party giving the other 30 days written notice of such termination by personal delivery or by postage prepaid, certified mail, return receipt requested, addressed as follows: (a) to Client at the address set forth below; (b) to Advisor at the address set forth above, or in either case at such other address as furnished by notice pursuant to this agreement.

Fees paid in advance will be prorated to the date of termination, and the Client will be refunded any unearned portion thereof. Client will be responsible for fees through the end of the month prior to termination.

XI. ASSIGNMENT

No assignment of the Agreement or any rights there under may be made by the Client or Advisor without the written consent of the other.

SCAGLIOTTI & ASSOCIATES
ADVISORY SERVICES AGREEMENT

XII. MULTIPLE CLIENTS

If this agreement is executed by more than one person, Advisor may accept directions from either one or the other person in connection with the handling of the Client account and termination of this agreement, unless specifically set forth in other instructions attached to the agreement signed by all of the Clients.

XIII. CAPTION/HEADERS

The captions and headers of the paragraphs are only for convenience and shall not be used in construing or interpreting this agreement.

XIV. ACCEPTANCE

Client understands that this agreement will not be effective until it has been accepted by Advisor. If not accepted by Advisor within thirty (30) days of execution by the Client, it will be deemed rejected and of no force and effect.

XV. ARBITRATION

Client agrees, and by acceptance of this agreement, Advisor agrees, that all controversies which may arise between Client and Advisor or any of its employees, agents, or representatives concerning any transaction arising out of or relating to the Client account or the construction, performance, or breach of this agreement or any other agreement between Client and Advisor whether entered into prior, on, or subsequent to the date hereof, shall be determined by arbitration in California in accordance with the rules, then in effect, of the American Arbitration Association, except where waiver of the right to seek a judicial forum would be prohibited under Federal Securities laws. The award of the arbitration or a majority of them shall be final, and judgment upon the award rendered may be entered in any state or federal court having jurisdiction.

XVI. DISCLOSURES

The California Code of Regulations imposes two notice requirements upon financial advisors: (a) lower cost comparable services may be available from others, and (b) the possibility exists for a conflict of interest between Client's interests and those of the Advisor. However, Advisor believes that its services are competitively priced. Client is under no obligation to purchase advice or services from Advisor.

Conflict of interest resulting from compensation received as a result of commissions associated with risk management recommendations is mitigated by waiver of fees for analysis associated with recommended product.

There are no disciplinary actions filed for this advisor.

SCAGLIOTTI & ASSOCIATES
ADVISORY SERVICES AGREEMENT

XVII. CALIFORNIA LAW

The agreement will be governed by and construed and interpreted in accordance with the laws of the State of California.

Teresa Scagliotti, CFP®, Scagliotti & Associates
987 University Avenue, Suite 8
Los Gatos, CA 95032

Date

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ADVISORY SERVICES AGREEMENT

SCHEDULE "A"

Hourly Consulting:

- Comprehensive Financial Plan _____/_____
 - Income/Expense (Cash flow)
 - Retirement planning
 - Goal planning
 - Risk management review (includes life, disability, LTC, Employee Benefits, Property & Casualty)
 - Coordination with other professionals as required (with prior client authorization)
 - Estate planning attorney
 - Tax advisor (CPA, EA)
 - P&C Agent
 - Portfolio manager
 - Portfolio review/allocation (no on-going portfolio review/monitor)
 - Education funding
 - Annual review (every 12-18 months after completion of initial plan)

- Other – for the specific items listed below _____/_____
 - As needed/requested financial planning
 - Annual review every 12-18 months
 - _____

One time engagement (no on-going planning will be provided) :

- _____/_____

Retainer:

- 1 hour month _____/_____
- 2 hours month _____/_____
- 3 hours month _____/_____