

# 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/XXX 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.

### V. LIMITATION OF ADVICE

The Client acknowledges and understands that the Advisor does not and will not practice law or accounting in providing advice to the Client and that none of the fees for services under this Agreement relate to accounting or legal services. Client understands that if such services are necessary, it shall be the responsibility of the Client to obtain such services.

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### VI. COMPENSATION

Clients will be required to pay a onetime set up fee of **\$300** upon entering into this agreement. The client will be invoiced for this fee.

The Client will compensate Advisor for services provided pursuant to the Agreement as follows:

- Hourly consulting \$300/hour
- Annual Retainer \$300/hour for # of chosen hours/month

Hourly Consulting: Client will be billed for the services provided on a monthly basis, in arrears.

Annual Retainer: Client will be billed monthly for the monthly retainer fee in arrears.

Payment is due and payable upon receipt via check only, to SCAGLIOTTI & ASSOCIATES

The Advisor is normally compensated by hourly fees, but may suggest that insurance products be purchased as a result of the financial planning performed for the Client. If these products are placed by the Advisor, the Advisor may be compensated by commissions due to the sale of these insurance products. These products do not need to be purchased from the Advisor, but if the client chooses to implement the purchase of recommended product, the fee associated with the analysis to determine the need for the product will be waived. If the Client does not desire to purchase these products from the Advisor, the Advisor can, if requested by the client, refer other sources for the placement/purchase of the required products.

Client(s) initials           /          

Advisor's Initials \_\_\_\_\_

### VII. CONFIDENTIALITY

All information shall be treated as confidential and shall not be disclosed to third parties except as agreed in writing or except as required by an order of a court of competent jurisdiction. Additional details on confidentiality is noted in the Privacy Policy that is provided to all clients.

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### 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.

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### 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.

### XVII. CALIFORNIA LAW

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

\_\_\_\_\_  
Name/Address Date

\_\_\_\_\_  
Name Date

**SCAGLIOTTI & ASSOCIATES  
ADVISORY SERVICES AGREEMENT**

Address  
City, State, Zip

Address  
City, State, Zip

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

Date

# SCAGLIOTTI & ASSOCIATES 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 and/or update
  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_

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

- \_\_\_\_\_ \_\_\_\_ / \_\_\_\_ \_\_\_\_\_

### Retainer:

- 1 hour month \_\_\_\_ / \_\_\_\_ \_\_\_\_\_
- 2 hours month \_\_\_\_ / \_\_\_\_ \_\_\_\_\_
- 3 hours month \_\_\_\_ / \_\_\_\_ \_\_\_\_\_