

## FINANCIAL JUMP START AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (Effective Date) between **Gianola Financial Planning, LLC** (“Advisor”), and \_\_\_\_\_ (“Client”) for services under the following terms and conditions:

### **1. Scope of Engagement.**

(a) Advisor will provide general recommendations to guide Client towards the achievement of Client's financial objectives in the financial planning area(s) identified in Client's Preliminary Personal Financial Planning Profile (“Preliminary Profile”). Depending upon the areas identified by Client in their Preliminary Profile, Advisor's recommendations may include a retirement analysis, tax planning, college planning, home purchase/refinancing analysis, and a cash flow analysis. Advisor's review and recommendations for Client's cash and securities may include recommendations for specific investments.

(b) Client understands that the services to be provided under the Agreement do not constitute a comprehensive financial plan and should not be relied upon as such.

(c) Client understands that the responsibility for financial decisions are Client's alone and that Client is under no obligation to follow, either wholly or partially, any recommendations or suggestions provided by the Advisor.

### **2. Fees.**

(a) For services under the Agreement, Advisor charges a fixed fee of \$900. Advisor offers a reduced fee of \$650 for Clients with less than \$50,000 in investable assets. Payment is due at the time of services. Advisor accepts payment by check or credit card.

(b) Advisor is compensated solely by the above fee structure and does not receive any commissions, referral fees, or other third-party payments in connection with services provided under this Agreement. Advisor is not compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of the client.

**3. Client Obligations.** Client understands that information not revealed to or analyzed by Advisor may have a direct impact on the recommendations made to Client. Advisor is not required to verify the information provided by Client and is expressly authorized to rely upon the information provided by Client.

**4. Term and Termination.**

(a) This Agreement begins upon the Effective Date and ends thirty (30) days after delivery of Advisor's recommendations addressing those areas indicated in Client's Preliminary Personal Financial Planning Profile. Following the delivery of Advisor's recommendations, Client may request clarification of any of Advisor's recommendations until the termination of the Agreement.

(b) This Agreement may be terminated by either party at any time upon written notice to the other party. Termination will not affect the liabilities or obligations of the parties before termination, or Client's obligation to pay Advisor's fee through the date of termination for the services performed prior to termination.

(c) Advisor reserves the right to terminate any engagement where Client has willfully concealed or has refused to provide pertinent information about financial situations when necessary and appropriate in Advisor's judgment to providing proper financial advice.

**5. Receipt of Disclosures.** Client acknowledges receipt of Advisor's ADV Part 2A. Client has the right to terminate the Agreement without penalty or fee within five business days after entering into this Agreement.

**6. Privacy Policy.** Confidential Relationship and Privacy Statement. All information and advice furnished by Client in connection with this Agreement will be treated as confidential and will not be disclosed to unaffiliated third parties except as required by law or necessary to carry out the duties under this Agreement. Client acknowledges receipt of Adviser's Privacy Policy concerning Clients' and prospective Clients' non-public, personal information.

**7. Risk Acknowledgement.** The Advisor does not guarantee the future performance, any specific level of performance, or the success of any recommendation that the Advisor may recommend. Client understands that investment recommendations are subject to various risks, including but not limited to, market, currency, economic, political and business risks, and that investment decisions will not always be profitable.

**8. Election to Arbitrate.** In the event that any dispute pertaining to Advisor's services under this Agreement cannot be resolved informally, Client agrees to submit the dispute to arbitration with the American Arbitration Association. Client understands that any award in arbitration is final and judgment may be entered upon it in a court of law. This agreement to arbitrate does not constitute a waiver of Client's right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.

**9. Non-Assignment.** No assignment of this Agreement may be made by Advisor without the prior written consent of Client. Client acknowledges and agrees that transactions that do not result in a change of actual control or management of Advisor shall not be considered an assignment

**10. Entire Agreement, Severability, and Governing Law.** This Agreement represents the entire agreement between Client and Advisor for services and can only be amended in writing. Advisor may amend this Agreement upon written notice to Client. Each of the provisions of this Agreement is severable, and the validity or inapplicability of one or more provisions, in whole or in part, shall not affect the validity

or enforceability of any other provision. The Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Co-Client Signature  
(If Applicable)

**Gianola Financial Planning, LLC**

By: \_\_\_\_\_