

# INTEG FINANCIAL INVESTMENT ADVISORY LLC

## FINANCIAL PLANNING AND CONSULTING AGREEMENT

|                   |  |
|-------------------|--|
| ("Client") Name:  |  |
| Street:           |  |
| City, State, Zip: |  |
| Phone:            |  |
| Email:            |  |

### Appointment, Acceptance, and Duties

The Client hereby engages INTEG Financial Investment Advisory LLC ("INTEGFI") for financial planning or consulting. INTEGFI hereby accepts the appointment and fiduciary duty of utmost good faith to act solely in the best interests of each Client pursuant to the terms and conditions set forth in this agreement and to comply with impartial conduct standards of:

- Charging no more than reasonable compensation for services provided;
- Seeking best execution of client transactions; and
- Making no misleading statements regarding advice, planning, consulting, compensation, and conflicts of interest.

### Scope and Nature of Services

INTEGFI will provide financial planning services to the Client. For the purposes of this Agreement, services shall mean:

☐ WRITTEN FINANCIAL ANALYSIS AND PLAN – ***Presentation of a written financial analysis and plan.*** This includes initial consultation and data gathering, discussion of the financial analysis upon presentation of the plan and follow-up consultation during the term of this Agreement.

☐ NET WORTH ANALYSIS

☐ ESTATE PLANNING

☐ CASH FLOW ANALYSIS

☐ BUSINESS PLANNING

☐ INVESTMENT PLANNING

☐ EDUCATION PLANNING

☐ RETIREMENT PLANNING

☐ OTHER GOAL PLANNING

Notes / Additional Services Requested:



INTEGFI will review all pertinent Client data and objectives and make non-product specific recommendations including suggested strategies to help achieve the Client's stated objectives. INTEGFI will provide the Client with a written Report ("Report") of all analyses and recommendations, as applicable, no later than thirty (30) days from the date the Client provides the necessary documentation and information. The Client understands and agrees that the scope of analysis and/or recommendations shall be limited to the areas and issues outlined above, and that any Report prepared by INTEGFI is not intended to cover other financial needs and gaps that the Client may have. INTEGFI obtains information from a wide variety of publicly available sources. INTEGFI does not have, nor does it claim to have, sources of inside or private information. The recommendations developed by INTEGFI are based upon the professional judgment and experience of its representatives. INTEGFI cannot guarantee the results of any recommendations.

### **Fees**

The Fees charged by INTEGFI are specified in Schedule A of this agreement. The Client understands and acknowledges that lower fees for comparable services may be available from other sources.

### **Term**

This agreement shall remain in effect for one (1) year following the execution of this agreement, or until either party terminates the agreement subject to the Termination provision.

### **Client Responsibilities**

The Client agrees to provide INTEGFI, in a timely manner, any and all pertinent information regarding the Client's financial situation in order for INTEGFI to analyze the Client's financial situation and make suitable recommendations in accordance with the terms of this Agreement. INTEGFI may provide the Client with a financial information worksheet to assist the Client in providing all pertinent information. The Client understands and acknowledges that all Reports and/or recommendations are based upon information furnished by the Client to INTEGFI. INTEGFI shall not be responsible for modifying any Report or recommendation provided to the Client in connection with any change in the circumstances and/or objectives of the Client unless notified in writing of such change along with a specific request by the Client to take such changes into account.

The Client agrees that the Client alone shall make and be fully responsible for all decisions relating to the implementation of any recommendation, suggestion or advice provided by INTEGFI. The Client expressly agrees that INTEGFI, its affiliates, their directors, officers, employees, IARs and agents shall not be held liable in any manner or respect with reference to the investment performance, expressed or implied, of any recommendation or suggestion made by the Report or INTEGFI's representatives, provided that these recommendations or suggestions are made by INTEGFI and its representatives in good faith and with reasonable care in light of the Client's stated circumstances and objectives



and the agreed upon assumptions. Nothing herein shall constitute a waiver or limitation of any rights that the Client may have under federal or state securities laws.

Throughout the Term of this agreement, the Client will provide INTEGFI with necessary supplemental information. This may include any material changes in the financial status of the Client or changes in the financial goals of the Client.

### **Implementation**

At the Client's discretion, the Client may implement or disregard, in whole or in part, any recommendation, suggestion, or advice contained in the Report or made by INTEGFI. The Client is under no obligation to implement any recommendation through the IAR or any affiliated entity of INTEGFI. If the Client wishes to implement any recommendation, suggestion or advice contained in the Report or made by INTEGFI's representative, the Client may select any brokerage firm, private investment firm, insurance agency, broker, carrier, bank or any other financial services institution to implement the Client's decisions. INTEGFI and the Client agree that the Client may make the Report available to any legal, tax, or other adviser employed or retained by the Client solely to assist in the implementation of any recommendation, suggestion, or advice provided by the Report or INTEGFI's representatives. The Client understands and agrees that the Client and the Client's legal, tax, or other advisers will use the Report only for the Client's own personal situation, and if not so used, INTEGFI will not be responsible for any such use. If the Client implements any recommendation, suggestion, or advice contained in the Report through another brokerage firm, private investment firm, insurance agency, broker, carrier, bank or any other financial services institution, any liability for INTEGFI derived from the implementation is limited to the general recommendations, suggestions, or advice contained in the Report. As such, INTEGFI or IAR are not liable for specific trades or actions taken by someone other than the IAR or any affiliated entity of INTEGFI in implementing the Report.

### **Confidentiality**

INTEGFI agrees that any and all Client information submitted by the Client in accordance with the above paragraph shall be treated as confidential and will be safeguarded in accordance with INTEGFI's privacy policy, a copy of which has been provided to the Client. INTEGFI does not disclose Client information to non-affiliated third parties except as permitted by the Client or required by law.

### **Legal and Accounting Matters**

The Client understands and agrees that while INTEGFI may offer general tax and accounting planning, neither INTEGFI nor its IARs, agents, or employees are licensed to provide legal or tax advice or to prepare documents for filing purposes. The Client is encouraged to consult their own licensed attorney, tax advisor, or accountant for any legal opinions, tax filings, or matters requiring licensed professional judgement.



**Limitation on Fiduciary Status**

The Client understands INTEGFI and its representatives, employees and agents only undertake advisory or fiduciary status under this Agreement in connection with advice reflected in the Report.

**Conflicts of Interest**

The Client understands that INTEGFI and its related affiliates perform and provide, among other things, insurance and investment advisory services for the Client. The Client recognizes INTEGFI and its related affiliates and their employees and agents may recommend, suggest or take action in the performance of their duty to such other clients which may differ from recommendations, suggestions or advice given, or in the timing and nature of action taken, with respect to the Client. Nothing in this Agreement shall be deemed to impose on INTEGFI any obligation to recommend or suggest for the purchase or sale of any securities, or other investments, or insurance products or coverage to the Client, which INTEGFI or its affiliates may purchase or sell, or recommend for purchase or sale, for its or their own account, or for the account of any other client.

The Client acknowledges and understands that if the Client were to purchase any service, product, or coverage through INTEGFI or its affiliates, a sales charge or advisory fee may be paid by the Client on the Client's purchase in addition to the fee paid under this Agreement for financial planning services. Similarly, the Client understands that a sales charge or advisory fee may be paid by the Client if the Client purchased the service, product, or coverage through another unaffiliated financial service company in addition to the fee paid under this Agreement for financial planning services. The Client acknowledges, understands and agrees that a part of any such advisory fee or sales charge paid by the Client to INTEGFI or its affiliates may be shared with INTEGFI's representative.

In addition, if the Client chooses to apply for or purchase an insurance product from INTEGFI's representative during the financial planning process, the Client acknowledges that the IAR may act in the capacity of an insurance agent.

A conflict exists between the interests of INTEGFI and the interests of the Client. The Client is under no obligation to act upon any recommendation made by INTEGFI, and, if the Client elects to act on any such recommendation, the Client is under no obligation to effect the transaction through INTEGFI.

**Termination**

This Agreement may be terminated at any time upon written notice by either party to the other, whether before or after delivery of the Report. If termination occurs before the Report is prepared, INTEGFI shall be under no obligation to complete or deliver the Report. The Client will be invoiced for services rendered through the termination date based on hours worked or the portion of services completed. Any unearned prepaid fees will be prorated to the date of termination and refunded as soon as practicable. INTEGFI will not



collect more than \$500 in fees per Client more than six months in advance of services being performed.

### **Liability of INTEGFI**

INTEGFI will use its best judgment and good faith efforts in rendering services to the Client. INTEGFI does not guarantee future performance or any specific performance, success of any investment decision or strategy INTEGFI may recommend, or success of any other information, recommendation, or advice given by or under this Agreement. The Client understands that financial plan recommendations by the Adviser are subject to various market, currency, economic, political, and business risks. Investment recommendations will not always be profitable. Except as otherwise provided by law, INTEGFI will not be liable to the Client for (a) any loss the Client may suffer by reason of any investment decisions made or other action taken or omitted in good faith by INTEGFI with a degree of care, skill, prudence, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; (b) any loss arising from INTEGFI's adherence to the Client's written or oral instructions or restrictions; or (c) any act or failure to act by the custodian for the Client's accounts, or by any other third party. Under certain circumstances, federal and state securities statutes impose liabilities on persons who act in good faith, and nothing in this Agreement will waive or limit any rights the Client may have under those statutes.

### **Right to Cure**

Either party shall be entitled to cure any alleged breach of this Agreement within thirty (30) days after being sent written notice thereof.

### **Arbitration**

Any controversy or claim, including but not limited to errors and omissions, arising out of or relating to this Agreement or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its applicable rules then in effect. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Client understands that this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under federal or state securities laws. Arbitration is final and binding on the parties. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and nothing in this Agreement shall constitute a waiver of any rights the Client may have under those laws.

### **Governing Law**

The validity of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State in which the Client resides, except to the extent preempted by ERISA.

### **Assignment**

Neither the rights nor the obligation of a party to this Agreement may be assigned without the written consent of the Client.



**Entire Agreement**

This Agreement contains the entire agreement among and understanding of the parties with respect to the matters covered, and except as otherwise provided in the Agreement, may be modified only by a written agreement signed by all parties. Nothing in this Agreement shall constitute a waiver of any right granted to the Client under applicable law.

**Severability**

If any provision of this Agreement shall be held or made invalid by a statute, rule, regulation, decision of a tribunal or otherwise, the remainder of this Agreement shall not be affected thereby and, to this extent, the provisions of this Agreement shall be deemed to be severable.

**Notices**

Any written notices pursuant to this Agreement will be delivered or mailed postage pre-paid to INTEGFI at 32 S. 187 Abacus, Irvine, CA 92618 or at any other address INTEGFI may hereafter designate by written notice to the Client; and, if to the Client, delivered or mailed postage pre-paid to the Client's last known address as specified in the Agreement, or any other address the Client may hereafter designate by written notice to INTEGFI.

**Acknowledgment and Acceptance of Disclosures**

☐ PHYSICAL DELIVERY: The Client acknowledges receipt of a paper copy of INTEGFI's Form ADV Part 2A ("Disclosure Brochure") and the applicable Form ADV Part 2B Brochure Supplement(s) which provide information about INTEGFI's services, Schedule A, and any applicable supplemental documents. The Client also acknowledges receipt of INTEGFI's Privacy Policy.

☐ ELECTRONIC DELIVERY: The Client acknowledges receipt of an electronic copy of INTEGFI's Form ADV Part 2A ("Disclosure Brochure") and the applicable Form ADV Part 2B Brochure Supplement(s), which provide information about INTEGFI's services, Schedule A, and any applicable supplemental documents. The Client also acknowledges receipt of INTEGFI's Privacy Policy.



**ACCEPTED:**

The Client represents they have read and understand the Agreement and received a copy of the same.

*Client Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_  
*Print Name:* | \_\_\_\_\_

*Client Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_  
*Print Name:* | \_\_\_\_\_

*IAR Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_  
*Print Name:* \_\_\_\_\_

## Schedule A- Financial Plan Fee Agreement

This Schedule sets forth the fee for the financial planning and/or consulting services described in this Agreement.

INTEGFI charges a fixed fee for these services, determined in advance based on the scope and complexity of the Client's needs. Typical fees range from \$500 to \$5,000. Fees may be discounted, waived, or offset at INTEGFI's sole discretion, including if the Client subsequently engages or previously has engaged INTEGFI for ongoing investment advisory services.

The fee for this engagement is: \_\_\_\_\_

Due upon execution of this Agreement unless otherwise agreed in writing.

Any fixed fees paid in advance will be prorated to the termination date, with any unearned portion refunded as soon as practicable, typically by check. INTEGFI will not collect more than \$500 in fees per Client more than six months in advance of delivering services. Any remaining fees will be invoiced after services are rendered.

*Client Signature:*

*Date:*

*Print Name:*

*Client Signature:*

*Date:*

*Print Name:*

*IAR Signature:*

*Date:*

*Print Name:*

