

Michael Piper, LLC
Client Engagement Agreement

[Date]
[Client name]
[Client address]

I am looking forward to working with you. Please review this Client Engagement Agreement (“Agreement”) carefully as it sets forth the understanding between you (the "Client") and Michael Piper, LLC (the “Firm”), regarding the services the Firm will provide to you.

Firm Services. Please see the Addendum following this Agreement for a description of the services the Firm will provide. The Firm will limit its analysis to those areas indicated. Please understand that the Firm does not provide comprehensive financial planning and that specific issues not revealed to or analyzed by Firm may have a direct impact on the suitability or accuracy of recommendations given.

Fees. The Firm assesses an hourly fee for its services as stated in the appropriate Addendum. The fee will be assessed via an online invoice which allows payment via credit card, debit card, or “eCheck.”

Term of Services. The engagement is considered completed upon delivery of the requested advice, unless terminated earlier per the conditions noted in the Termination Services paragraph below.

Client Information. The Firm's advice is dependent upon the timeliness, accuracy and completeness of the information and representations that the Firm receives from you, as well as your stated intended use of the advice. Therefore, providing the Firm with inaccurate or incomplete information or representations may result in inaccurate findings or inappropriate recommendations, and critical recommendations may not be identified. If the Firm is unable to obtain sufficient information to proceed with the engagement as contemplated and agreed, the Firm will advise you and, as appropriate, discuss terminating or modifying the engagement with you.

The Firm will not audit or otherwise verify the data you submit to the Firm, although the Firm may ask you to clarify certain information. Our engagement does not include any procedures designed to detect errors, fraud, or theft. Therefore, our engagement cannot be relied upon to disclose such matters.

Confidentiality of Information. The Firm will keep your personal, non-public information strictly confidential. If your personal information needs to be disclosed when working with your other advisors or with other qualified professionals, the Firm will ask your permission to do so. However, the Firm may be required by legal or regulatory authorities to disclose confidential information without your permission.

Conflict of Interests. Outside business activities can create conflicts of interest. Michael Piper is the Owner of and Author for Simple Subjects, LLC—a publishing company that involves the majority of his time each month during traditional business hours. Simple Subjects, LLC receives the majority of its revenue through the sale of books it publishes. Simple Subjects, LLC also receives revenue via speaking engagements performed by Michael Piper. It also receives advertising revenue through Google AdSense and commissions through Amazon Associates when somebody makes a purchase from Amazon after having clicked through via a link from one of Simple Subjects, LLC’s websites. The Firm does not believe this outside business activity presents a material conflict of interests in this engagement.

The Firm does not believe it has any material conflicts of interest in the acceptance of this engagement. The Firm will advise you of any conflicts of interest, should they arise.

If there are any conflicts of interest or potential conflicts of interest about which you are concerned, you are encouraged to bring them up so that we can discuss them.

Other Service Providers. In the event the Firm refers you to another service provider, neither the Firm nor Michael Piper will receive any compensation, directly or indirectly, for making such a referral. In the event that

you decide to engage another service provider, the Firm will not be responsible for monitoring or reviewing the work done or services provided by that provider.

Investment Advice. Neither the Firm nor anybody employed by the firm is a registered investment adviser or representative thereof. As such, no investment advice will be provided as a part of this engagement. The Client understands that none of the fees paid under this contract relate to such services and that it is the responsibility of the Client to obtain such advice if necessary.

Practice of Law. The Client acknowledges that the Firm does not and will not practice law when providing advice to the Client. The Client understands that none of the fees paid under this contract relate to such services and that it is the responsibility of the Client to obtain such advice if necessary.

Electronic Document Delivery. Whenever practical, documents and information will be electronically delivered to the Client.

Client Representations. The Client represents to the Firm the following and understands and agrees that the Firm is relying on these representations as an inducement to enter into this Agreement:

- The Client declares to be legally empowered to enter into or perform this Agreement.
- Client agrees and acknowledges that the responsibility for financial decisions is theirs and the Client is under no obligation to follow, either wholly or in part, any recommendation or suggestion provided by the Firm.
- The Client acknowledges that the Firm will not be responsible for updating the advice given after the engagement has concluded or for monitoring the Client's progress toward any financial goals.
- If this Agreement is established by a legal entity, the undersigned certifies that the Agreement has been duly authorized, executed and delivered on behalf of such entity, and that the Agreement is valid by way of resolution or amendment made by the entity to that effect, and authorizing the appropriate officer or director to act on its behalf in connection with this Agreement.
- The Client agrees the Firm obtains information from a wide variety of publicly available sources and cannot guarantee the accuracy of the information or success of the advice which it may provide. The information and recommendations developed by the Firm are based on the professional judgment of the Firm and the information the Client provides to the Firm.
- The Client understands that the Firm cannot guarantee their planning objectives will be achieved. The Firm cannot guarantee results of any recommendation.

Multiple Clients. In the event the Client is more than one individual, the Firm is authorized to accept the direction of either party and such direction will be binding on all parties.

Termination of Services. Either Party may terminate the Agreement at any time by communicating their intent to terminate to the other Party in writing. If the Client terminates an engagement after work has begun, the Client will be assessed the Firm's hourly fee for any work completed to the date of termination. The Firm will present an invoice that includes the time spent involving work on the Client's plan.

Death or Disability. If the Client is a natural person, the death, disability, or incompetency of the Client terminates this Agreement.

Disputes. A dispute, controversy, or claim that arises from this Agreement may be settled through direct negotiation, mediation, arbitration, or litigation. If direct negotiation fails, the Firm suggests, but does not mandate, that either mediation or arbitration, pursuant to JAMS' Streamlined Arbitration Rules and Procedures, be considered as a mechanism for resolution. Each party shall be responsible for the cost of its own legal representation at any proceeding. The parties agree the venue shall be in a mutually agreeable location within the State of Missouri. Nothing contained in this Agreement shall constitute a waiver of any rights that you may have under federal or state law to pursue a remedy by other means.

Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

Entire Agreement; Modification. This Agreement constitutes the final, complete and entire Agreement between the parties and supersedes all prior and contemporaneous understandings or agreements of the parties and is binding on and inures to the benefit of their respective heirs, representatives, successors, and assigns. This Agreement may be modified only by amendment in a writing signed by the parties to this Agreement, which specifically states that the amendment modifies this Agreement.

Governing Law and Venue. This Agreement shall be governed by the laws of the State of Missouri, unless preempted by federal law. The Parties agree that the exclusive venue and jurisdiction for the litigation of disputes relating to this Agreement, or for the bringing of claims pursuant to or under this Agreement shall be in any state or federal court having jurisdiction over Saint Louis, Missouri.

Ineligible Client Locations. Due to a lack of applicable CPA mobility laws, the Firm cannot serve clients in the following locations: Hawaii, any of the U.S. territories (e.g., Puerto Rico), or anywhere outside the United States. If you live in any of those locations, this Agreement is void.

If I can be of assistance to you in any other way or if you have any questions, please do not hesitate to contact me at mike@michaelpiper.com or 314-328-9448.

Sincerely,

Michael Piper,
Managing Member of Michael Piper, LLC
3650A Botanical Ave
Saint Louis, MO 63110

We agree to the terms of the engagement described in this letter.

| | | |
|------------------|--|------|
| Client Signature | Spouse/Partner/Joint Account Signature | Date |
|------------------|--|------|

| | |
|-------------------|---|
| Print Client Name | Print Spouse/Partner/Joint Account Name |
|-------------------|---|

E-Mail Address

Addendum – Tax and Retirement Planning Services
Page 1 of 2

In this agreement, the Firm will provide the following:

- Topic #1
- Topic #2
- Topic #3

Typical Engagement Process

After executing this Agreement, depending on the scope of the engagement, the client may be asked to provide copies of several documents early in the process, including but not limited to the following:

- Tax returns
- Statements reflecting current investments in retirement and non-retirement accounts
- Social Security estimated benefit statement
- Information about current retirement plans and other benefits provided by an employer
- Insurance policies, including information about riders, loans, and amendments
- Information as to liabilities (mortgage, student loans, etc.)
- Completed questionnaire or other forms provided by the firm

Thereafter, further discussion and analysis will be conducted to determine recommendations for the client.

Each client will receive a written summary of the Firm's recommendations once the analysis is complete. In all engagements, the Client retains full discretion over all implementation decisions and is free to accept or reject any recommendation the Firm makes.

Video calls or phone calls are available at any point during the engagement if desired by the Client. Any such discussions will be documented afterward via email.

Financial planning requires detail, and various factors can affect the time necessary to perform the requested analysis. Such factors could include the scope of the engagement, the quality of the Client's records, complexity and number of current investments, diversity of insurance products, among others. Note that tax planning engagements by definition only focus on a portion of your overall financial situation, and as a result there are likely financial planning needs that will not be addressed due to the limited scope of the engagement.

An initial plan/advice is estimated to be provided on/about: _____.

Fees Assessed: The fee for this engagement is based on a rate of \$250 per hour, billed in six-minute increments. The estimated time to complete the engagement is _____ hours, equaling \$ _____. This estimate includes _____ hours to perform the analysis and provide the related recommendations and _____ hours of follow-up correspondence or phone/video call. (While Michael Piper, on behalf of the Firm, will make efforts to provide the written recommendations in a clear manner, it is common for clients to have follow-up questions about various points.) Additionally, you have the right to cancel any invoice you feel is unreasonable (for any reason) before any payment is made.

Addendum – Designated Contact Permission to Share Information

Page 1 of 2

I hereby authorize Michael Piper, LLC to share my/our financial information with the following designated contact(s) as necessary to provide advice or service. I understand that this authorization shall remain in effect unless and until I choose to revoke it in writing, which I may do at any time. I further understand that this does not constitute a power of attorney over my account(s).

| | | |
|---|--------------|-------|
| <u>Designated Contact 1:</u> | | |
| Name | Relationship | Phone |
| Address | Email | |
| Is this person designated as the Executor of my estate? <input type="checkbox"/> yes <input type="checkbox"/> no | | |
| Is this person designated as a Successor Trustee in my Revocable Trust? <input type="checkbox"/> yes <input type="checkbox"/> no | | |
| Is this person designated as my agent in a General Power of Attorney? <input type="checkbox"/> yes <input type="checkbox"/> no | | |
| Share my financial information only when I am/we are seriously ill and unable to take care of my/our financial affairs? <input type="checkbox"/> yes <input type="checkbox"/> no | | |

| | | |
|---|--------------|-------|
| <u>Designated Contact 2:</u> | | |
| Name | Relationship | Phone |
| Address | Email | |
| Is this person designated as the Executor of my estate? <input type="checkbox"/> yes <input type="checkbox"/> no | | |
| Is this person designated as a Successor Trustee in my Revocable Trust? <input type="checkbox"/> yes <input type="checkbox"/> no | | |
| Is this person designated as my agent in a General Power of Attorney? <input type="checkbox"/> yes <input type="checkbox"/> no | | |
| Share my financial information only when I am/we are seriously ill and unable to take care of my/our financial affairs? <input type="checkbox"/> yes <input type="checkbox"/> no | | |

I do **not** authorize the Firm to communicate the following types of financial information to the party/parties listed above:

Addendum – Designated Contact Permission to Share Information

Page 2 of 2

Client Signature

Spouse/Partner/Joint Account Signature

Printed Name

Printed Name

Date

Date