

Michael Piper, LLC

Client Engagement Agreement

[Date]

[Client name]

[Client address line 1]

[Client address line 2]

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(s) 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 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 a fee for its services as stated in the appropriate Addendum(s). The fee will be assessed via an online invoice which allows payment via credit card, debit card, or “eCheck.”

Client Information. 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 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.

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.
- The Client understands that the engagement does not include any procedures to detect fraud or theft.
- 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. 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 applicable CPA laws and registered investment adviser laws, the Firm cannot serve clients in the following locations: Hawaii, Louisiana, 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.

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 Name] E-Mail Address Date

[Spouse/Partner Name] E-Mail Address Date

Addendum – Financial Planning Services
Page 1 of 2

In this engagement, the Firm will provide the following:

- Advice topic #1
- Advice topic #2
- Advice topic #3

The Client acknowledges that this engagement will focus on only the topics described above, which constitute only a portion of the Client's overall financial situation, and as a result there may be financial planning needs that will not be addressed due to the limited scope of the engagement.

Typical Engagement Process

After (or prior to) executing this Agreement, the Client will be asked to provide copies of various documents and other information, which will be used by the Firm in developing its recommendations.

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.

During the two-week period after the written recommendations have been provided:

- The Client has the option for a phone call of up to one hour to discuss any of the topics therein. Any such discussion will be documented afterward via email.
- The Client can request further email-based clarification of any topics included in the written recommendations.

The initial written advice is estimated to be provided on/about: _____. However, various factors can affect the time necessary to perform the requested analysis. Such factors include (but are not limited to) the quality of the Client's records and how long the Client takes to respond to requests for additional necessary information.

Fees Assessed: The fee for the services described in this addendum will be _____.

Term of Services. The services described in this addendum are considered completed two weeks after delivery of the written advice, unless terminated earlier per the conditions noted in the "Termination of Services" paragraph above.

Addendum – Financial Planning Services
Page 2 of 2

The Client acknowledges that this Addendum represents an amendment to the Client Engagement Agreement (Agreement) dated **[INSERT DATE HERE] and that all other terms and conditions of the original Agreement shall remain in full force and effect.**

_____ | _____
[Client Name] Date

_____ | _____
[Spouse/Partner Name] Date

_____ | _____
Michael Piper, Managing Member Date

Addendum – Hourly Services on an As-Requested Basis

In this engagement, the Firm will provide hourly services on an as-requested basis. Those services may include tax planning, retirement planning, investment advice, or other similar activities. Please note again that the Firm does not practice law.

Fees Assessed: The fee for the services described in this addendum will be based on a rate of \$300 per hour, billed in ten-minute increments, rounded down. Please note that this rate is higher than the industry average; for instance, a 2020 survey from Kitces Research found a median rate for hourly financial planning of \$250 per hour. Additionally, you have the right to cancel any invoice you feel is unreasonable (for any reason) before any payment is made.

Term of Services: The engagement will terminate one year after this agreement is signed, unless terminated earlier per the conditions noted in the “Termination of Services” paragraph above.

Client Acknowledgements: The Client understands and acknowledges the following:

- The Firm makes no assurances as to availability to provide services on any particular date. (For example, Michael Piper may go on vacation—leaving the Firm unable to provide any services whatsoever—at any time of year, including near important tax deadlines.)
- The Firm does not accept any responsibility to provide services proactively. For instance, if new legislation is passed that renders prior planning activities obsolete, the Firm is under no obligation to update or revise prior advice.
- The engagement will focus on only the topics requested by the client, and as a result there are likely financial planning needs that will not be addressed due to the limited scope of the engagement.

The Client acknowledges that this Addendum represents an amendment to the Client Engagement Agreement (Agreement) dated [INSERT DATE HERE] and that all other terms and conditions of the original Agreement shall remain in full force and effect.

_____ | _____
[Client Name] Date

_____ | _____
[Spouse/Partner Name] Date

_____ | _____
Michael Piper, Managing Member Date