

[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

In this engagement, the firm will perform an initial analysis and provide written recommendations on the following topics:

- A recommendation of Social Security filing date(s).
- An assessment of whether the current spending level in retirement is reasonable. (Or for pre-retirees, an assessment of planned retirement date feasibility.)
- A recommendation as to order of priority for spending (i.e., which dollars should be spent first each year).
- A recommendation as to whether Roth conversions are a good idea (and if so, up to what income threshold).
- A review as to whether there are any changes that could improve the tax-efficiency of the portfolio.

After delivery of those written recommendations, the Firm will provide hourly services on an as-requested basis. Those services may include tax planning, Social Security advice, or other similar activities. The Firm will limit its analysis to those areas requested. Please understand that specific issues not revealed to or analyzed by the Firm may have a direct impact on the suitability or accuracy of recommendations given.

Fees

The fee for performing the analysis and providing the written recommendations regarding the above topics is \$2,500. Any time spent after that point is billable at an hourly rate of \$360 per hour, billed in ten-minute increments, rounded down. Please note that nearly all clients do choose to engage in some sort of follow-up work (e.g., questions by email about various points covered in the initial analysis and recommendations). **So you should expect your total cost to be greater than the \$2,500 fee.**

You have the right to cancel any invoice you feel is unreasonable (for any reason) before any payment is made.

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

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.

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.

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. The death, disability, or incompetency of Michael Piper terminates this Agreement.

Term of Services

The engagement will terminate one year after the date on the first page of this Agreement, unless terminated earlier per the conditions noted in the "Termination of Services" paragraph above.

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.
- The Client acknowledges that no investment advice will be provided as a part of this engagement. The Client understands that none of the fees paid under this Agreement relate to such services and that it is the responsibility of the Client to obtain such advice if necessary.
- 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 Agreement relate to such services and that it is the responsibility of the Client to obtain such advice if necessary.
- Client 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 cannot guarantee their planning objectives will be achieved. The Firm cannot guarantee results of any recommendation.
- The Client acknowledges that the Firm will not be responsible for updating the advice given or for monitoring the Client's progress toward any financial goals. 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 Client acknowledges that the Firm makes no assurances as to availability to provide services on any particular date. (For example, Michael Piper may get sick or go on vacation—leaving the Firm unable to provide any services whatsoever—at any time of year, including near important tax deadlines.)
- The Client acknowledges that 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 the engagement does not include any procedures to detect fraud or theft.
- The Client acknowledges that, if the Client is given access to any software as a part of this engagement, the output from the software should not be considered advice. The Client also acknowledges that any such software output should not be considered to reflect the Firm's position on any particular topic.

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.

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.

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.

Electronic Document Delivery

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

Michael Piper, LLC

Information in this document is intended for the sole use of the addressee.

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. 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, 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
3123 Gurney Ave
Saint Louis, MO 63116

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