

[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 provide financial planning services on an ongoing basis. Those services will include retirement planning, investment planning, and tax planning, as well as potentially advice with respect to estate planning, charitable planning, insurance, or other aspects of your finances. The exact scope of the services provided will be determined on a collaborative basis between the Client and the Firm.

### **Typical Engagement Process**

- After (or prior to) executing this Agreement, you will be asked to provide a range of information, so that the Firm can understand your personal and financial circumstances, as well as your goals.
- Thereafter, the firm will analyze the data accumulated, in order to prepare recommendations.
- During the initial 3-month period of this engagement, you will be provided with the Firm’s written recommendations with respect to the topics addressed. In most cases, Michael Piper will also discuss those recommendations with you over the course of one or more phone or video calls.
- You will be provided with the Firm’s written recommendations with respect to the topics addressed. From that point, the follow-up process is up to you. If you prefer, we can address any follow-up questions by email correspondence, or Michael Piper will discuss those recommendations with you over the course of one or more phone or video calls.
- Please note that it is **your** responsibility to provide the Firm with updated information whenever there is a material change to your circumstances or goals.

The Firm will limit its analysis to those topics 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 this engagement is \$7,000, paid in advance.

### **Termination of Services**

This engagement will last for three (3) months (i.e., terminating on \_\_\_\_).

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 during the 3-month period and work has not been substantially completed or the client requests a refund, the Firm will refund the initial \$7,000 fee. 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.

**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.

**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 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 makes no assurances as to availability to provide specific 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 may be 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.
- The Client acknowledges receipt of Michael Piper, LLC's Form ADV Part 2 and the privacy policy included therein.

**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 a portion 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.

### **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, Louisiana, Texas, 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](mailto: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.*

[Electronic signature function]