

## CLIENT AGREEMENT

Please review this agreement carefully, as it outlines the understanding between you (the "Client") and Moneycraft concerning the services Moneycraft will provide to you.

1. **Agreement.** This Agreement commences as of the Agreement Date set forth below, and will continue until terminated as provided for below. Any amendment or modification of this Agreement must be agreed to in writing by both parties.
2. **Services.** Moneycraft shall provide counsel about Client's personal finances, including any consultations with third parties requested by Client. Moneycraft shall incorporate in the financial advice that it provides to Client any family members or other individuals specified by Client. However, this Agreement and Moneycraft's fiduciary obligations extend only to Client and not to referenced third parties.
3. **Hourly Fees.** Client will be billed at a flat hourly rate of \$125, payable monthly by automatic bank debit or check. A retainer of \$375 is required upon signing the contract. If the consultation is less than 3 hours total, only the hourly rate times the length of the consultation is required.
4. **Termination.** This Agreement may be terminated at any time by either Client or Moneycraft. Notice of termination must be given to the other party via written or emailed notice. *Note: Apart from the right of termination described above, Client has the right to cancel this Agreement within five days of the execution date. In the event of cancellation any analysis fee or retainer will be returned to Client.*
5. **Key Understandings.** Client understands and agrees to the following:
  - a. Moneycraft's program of financial counsel is confidential and proprietary in nature and it retains the exclusive intellectual property rights to all materials provided to Client. Moneycraft grants only the nonexclusive license to use its materials for Client's financial planning purposes. The materials may not be shared with others except Client's advisors (such as accountants, attorneys, or other financial advisors) and other individuals referenced within the services and materials.
  - b. MONEYCRAFT WARRANTS ONLY THAT IT WILL USE GOOD FAITH, COMMERCIALY REASONABLE EFFORTS TO PROVIDE APPROPRIATE FINANCIAL COUNSEL TO CLIENT. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES FOR BOTH MONEYCRAFT AND ANY THIRD-PARTY CONTENT OR SERVICE PROVIDERS, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE EXPRESS WARRANTIES OF ACCURACY OR COMPLETENESS,

AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE FEDERAL SECURITIES LAWS IMPOSE LIABILITIES UNDER CERTAIN CIRCUMSTANCES ON PERSONS WHO ACT IN GOOD FAITH, AND THEREFORE NOTHING HEREIN SHALL IN ANY WAY CONSTITUTE A WAIVER OR LIMITATION OF ANY RIGHTS WHICH THE UNDERSIGNED MAY HAVE UNDER ANY STATE OR FEDERAL SECURITIES LAWS.

- a. Moneycraft is able to provide its services at the contracted fees by virtue of its streamlined approach, as exemplified by the reliance upon email and its web site to facilitate client communications. If Client should require services beyond those Moneycraft can efficiently supply, Client may be referred to others who can more appropriately provide such services.
- b. Moneycraft does not maintain facilities for the physical storage of Client paper documents, and Clients should therefore not provide Moneycraft with any paper documents that are sensitive or whose loss would present a hardship. Any such documents submitted to Moneycraft shall be at the sole risk and expense of Client, and Moneycraft shall not be considered a bailee of such client documents.

#### **7. Miscellaneous Provisions**

- a. *Survival.* Notwithstanding any termination of this Agreement, the following provisions shall survive such termination:
  - i. The warranties made in this Agreement,
  - ii. The obligation to pay any amounts due that accrued prior to the termination of this Agreement,
  - iii. The confidentiality provisions of this Agreement,
  - iv. The governing law and venue provisions of this Agreement.
- b. *Nontransferability.* This Agreement may not be assigned, in whole or in part, to any third party.
- c. *Waiver.* The waiver of any term of this Agreement will not be effective unless given in writing by one party to the other. Further, no consent by either party to, or waiver or forgiveness of, a breach by the other party shall constitute consent to, or waiver or forgiveness of, any subsequent or differing breach.
- d. *Governing Law and Venue.* This Agreement shall be interpreted and construed in accordance with the laws of the State of Maryland, without reference to its conflicts of law provisions. The parties further agree that disputes arising under and/or related to this Agreement may only be litigated in a court of competent jurisdiction in Montgomery County, Maryland.
- e. *Modifications.* The terms and conditions of this Agreement may be modified at any time via emailed notice to Client or through posted changes on Moneycraft's web site, at [www.moneycraft.net](http://www.moneycraft.net).
- f. *Notices, consents and approvals.* Notices, consents and approvals provided under this Agreement shall be given via email. Such notices, consents and approvals given to Moneycraft shall be deemed given and effective only upon actual receipt.

- g. *Severability.* If any of the terms or any portions of this Agreement are ruled illegal or unenforceable, the remaining terms of this Agreement will continue in full force and effect, and the offending term or portion shall be deleted from this Agreement.
- h. *No Agency.* Other than as provided herein, nothing in this Agreement shall make either party the agent of the other. Except as otherwise provided, each party shall bear its own costs and expenses.
- i. *Headings and Captions.* The headings and captions contained in this Agreement are inserted for convenience only and shall not constitute a part hereof.
- j. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one single agreement.
- k. *Entire Agreement.* **THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. AS OF THE EFFECTIVE DATE, ALL PRIOR AGREEMENTS, REPRESENTATIONS, COMMITMENTS, NEGOTIATIONS, OR UNDERSTANDINGS CONCERNING THE SAME SUBJECT MATTER ARE SUPERSEDED BY THIS AGREEMENT.**

Client Name: \_\_\_\_\_

Client Signature: \_\_\_\_\_

Agreement Date: \_\_\_\_\_