cairninvestor.com



FINANCIAL PLANNING CONTRACT

This contract is between	, referred to below as "you" and James W. as "we", "our" or "us".
By signing this contract, you agree to pay us a fee for creating at to meet your overall financial goals and objectives. The amount and will not exceed \$ This fee is due and payable plan.	

WE WILL:

- 1. Use our best efforts to prepare a plan which will guide you in your attempts to achieve your basic financial objectives.
- 2. Review and evaluate your total financial situation and need including but not limited to your a) investment portfolio, b) income tax situation, c) risk management program, d) estate planning, and e) retirement planning.
- 3. Deliver this plan to you within 60 days of the receipt by us of all requested information.

YOU WILL:

- 1. Provide us with accurate information with regard to your current financial affairs and your financial and life objectives.
- 2. Authorize your other advisors such as your attorney, accountant, stock broker, insurance representative, and real estate broker to furnish us with necessary information.

OTHER PROVISIONS OF THIS CONTRACT:

- 1. <u>TERM OF THE CONTRACT</u> This contract shall terminate upon the completion and presentation of the financial plan.
- 2. **ASSIGNMENT** We will not make any assignment of this contract without your prior written permission.
- 3. <u>DISCLOSURE STATEMENT</u> By signing this contract you acknowledge that you have received our "Disclosure Statement Brochure" dated within one year of the date of this contract. This document is also available on our website and discloses our policies and procedures, costs, fees, and compensation regarding recommended transactions. Additionally, all documents are available free of charge. When a copy of the Disclosure Statement Brochure are not provided to you at least 48 hours prior to signing the contract, you have five business days in which to cancel the contract, without penalty.
- 4. <u>LEGAL STATEMENTS</u> All information or statements in the financial plan with regard to legal solutions or documents will be general observations only and should be discussed with a qualified attorney. We do not prepare legal documents.

- 5. <u>CONFIDENTIALITY</u> All information provided under this contract shall remain strictly confidential and shall not be disclosed to third persons except as required by law or by the prior written consent of the other party
- 6. RISKS There are risks inherent in all financial decisions and transactions. In the course of reviewing your financial situation, certain recommendations may be made which will entail the assumption of various degrees of risk. Our recommendations under this agreement are advisory in nature, and all decisions shall be made upon your order and for your account and risk. We will not be held responsible for errors of judgment or for correctness of opinions or information so long as negligence, willful misconduct, or violation of law is not involved. Since our recommendations are based upon your specific situation or objectives, we may make recommendations which are contradictory or in opposition to recommendations made to other advisory clients. Cairn Investor Services does not receive any compensation related to the sale of security products recommended from referrals to other professionals. The client is under no obligation to act upon the investment adviser's recommendations, and if the client elects to act on any of the recommendations, the client is under no obligation to affect the transaction through the investment adviser. Cairn Investor Services does not charge in advance for any services rendered. All billing is in arrears. Lower fees for comparable services may be available from other sources.
- 7. <u>CONDITIONS OF TERMINATION</u> This contract may be terminated by either party without penalty prior to the presentation of the financial plan. Notice of this termination shall be in writing. Should this contract be terminated by either party prior to the presentation of the financial plan, there will be no fee due.
- 8. ARBITRATION In any controversy or claim arising out of or relating to this contract or the breach thereof or any controversy between the parties involving the construction or application of any of the terms, provisions or conditions of this contract shall, on the written request of either party served on the other party, be submitted to arbitration Such arbitration shall comply with and be in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The federal and state 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 client may have under any federal or state securities laws.

Client Signature	Date
Spouse Signature	Date
James W. Vassas Jr. Advisor Cairn Investor Services	Date