



FINANCIAL PLANNING & CONSULTING AGREEMENT

AGREEMENT, made this _____ day of _____, 20____ between the undersigned party, _____, whose mailing address is _____ (hereinafter referred to as the "CLIENT"), and TRADEWINDS CAPITAL MANAGEMENT, LLC, a registered investment adviser (hereinafter referred to as the "PLANNER"). The mailing address for the various Tradewinds Capital Management, LLC offices are as follows:

Bellingham Office
2211 Rimland Drive, Suite 401
Bellingham, WA 98226

Shoreline Office
1847 NW 195th Street
Shoreline, WA 98177

1. Financial Planning/Consulting Service(s).

The **PLANNER** shall provide **CLIENT** with the financial planning and/or consulting services as designated by the **CLIENT** on the annexed Schedule "A". **PLANNER**'s recommendations (i.e. investments, estate planning, retirement planning, taxes, insurance, etc.) shall be discussed by the **PLANNER** with the **CLIENT** and may be implemented, at **CLIENT**'s sole discretion, with the corresponding professional adviser(s) (i.e. broker, accountant, attorney, etc.) of **CLIENT**'s choosing. **CLIENT** acknowledges that in respect to estate planning matters, **PLANNER**'s role shall be that of a facilitator between the **CLIENT** and his/her/its corresponding professional adviser(s). The **CLIENT** should defer to his/her/its attorney or accountant. The current estimated charge and payment terms for the initial financial planning and/or consulting services designated by the **CLIENT** is set forth on the annexed Schedule "A". If the **CLIENT** terminates, in writing, **PLANNER**'s financial planning services, the balance, if any, of **PLANNER**'s financial planning fee shall be paid by the **CLIENT**, including the fee due for services rendered by the **PLANNER** but not previously invoiced to the **CLIENT** (in the alternative, if the **CLIENT** has prepaid any portion of the **PLANNER**'s fee, the balance, if any, of any unused portion of **PLANNER**'s fee shall be refunded to the **CLIENT**). In addition to **PLANNER**'s fee, the **CLIENT** shall be responsible for reimbursement of all out-of-pocket expenses reasonably incurred by the **PLANNER** in furtherance of the services to be provided under this **Agreement**. Upon completion of the services set forth on Schedule "A", **PLANNER**'s initial engagement and corresponding responsibilities/obligations shall have concluded. In the event **CLIENT**'s financial situation or objectives change, **CLIENT** may engage **PLANNER** to review its previous services and/or recommendations, and/or to provide other consulting services. Any such additional services shall be provided at **PLANNER**'s then current hourly rate or some other mutually agreeable fee arrangement.

2. Scope of Engagement.

- (a) The **CLIENT** agrees to provide information and/or documentation requested by **PLANNER** in furtherance of this **Agreement** as pertains to **CLIENT**'s objectives, needs and goals, and to keep **PLANNER** informed of any changes regarding same. The **CLIENT** acknowledges that **PLANNER** cannot adequately perform its services for the **CLIENT** unless the **CLIENT** diligently performs his responsibilities under this **Agreement**. **PLANNER** shall not be required to verify any information obtained from the **CLIENT**, **CLIENT**'s attorney, accountant or other professionals, and is expressly authorized to rely thereon. **The CLIENT is free at all times to accept or reject any recommendation from PLANNER, and the CLIENT acknowledges that he has the sole authority with regard to the implementation, acceptance, or rejection of any recommendation or advice from PLANNER;**
- (b) **CLIENT** authorizes **PLANNER** to respond to inquiries from, and communicate and share information with, **CLIENT**'s attorney, accountant and other professionals to the extent necessary in furtherance of **PLANNER**'s services under this **Agreement**;
- (c) The **CLIENT** is free to obtain legal, accounting, and brokerage services from any professional source to implement the recommendations of **PLANNER**. **CLIENT** will retain absolute discretion over all implementation decisions;

(d) The **CLIENT** maintains sole responsibility to notify the **PLANNER** if there is a change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising **PLANNER's** previous recommendations and/or services; and

(e) **PLANNER's** financial planning and consulting services pursuant to this **Agreement** do not include investment implementation, supervisory, management, or reporting services, nor the regular review or monitoring of a **CLIENT's** investment portfolio. In the event the client desires that **PLANNER** provide investment supervisory or management services, such engagement shall be set forth in a separate *Investment Advisory Agreement* between **PLANNER** and the **CLIENT**, for which services **PLANNER** shall be paid a separate and additional fee.

3. Investment Consulting.

To the extent specifically designated by the **CLIENT** on the annexed Schedule "A", the **PLANNER** may provide the **CLIENT** with portfolio review and non-discretionary investment consulting services. If so designated, the **PLANNER** shall review the **CLIENT's** existing investment portfolio, and then provide corresponding investment recommendations and advice consistent with the **CLIENT's** designated investment objective(s), all of which recommendations and advice shall be based exclusively upon the information provided to the **PLANNER** by the **CLIENT**. In the event that a **CLIENT's** personal/financial situation or investment objective(s) change, it is the **CLIENT's** responsibility to notify the **PLANNER** accordingly for the purpose of the **PLANNER** reviewing/evaluating/revising previous recommendations, which follow-up services could be subject to an additional mutually agreed upon fixed-fee or an hourly rate charge. The **CLIENT** maintains absolute discretion as to whether or not to accept any of the **PLANNER's** investment recommendations. **PLANNER's** investment consulting service is generally intended to provide limited investment advice to those individuals who do not wish to engage the **PLANNER** for comprehensive ongoing investment advisory services. The **PLANNER's** investment consulting service does not include investment implementation or ongoing investment supervision, monitoring, or reporting services. Should the **CLIENT** desire comprehensive investment advisory services, the **CLIENT** may engage the **PLANNER** to provide same (see paragraph 2(e) of this **Agreement**). The **CLIENT** acknowledges that past performance may not be indicative of future results, and understands that the future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended by the **PLANNER**) may not be profitable or equal historical performance level(s). In the event that the **PLANNER** is requested to provide consulting services with respect to a retirement plan sponsored by the **CLIENT's** employer, the **CLIENT** acknowledges that the **PLANNER's** recommendations shall be limited to the investment alternatives provided by the retirement plan.

4. Investment Risk/No Guarantee.

The **CLIENT** acknowledges and accepts that investments have varying degrees of financial risk and that there can be no guarantee that any investment will be profitable. The **CLIENT** further acknowledges that **PLANNER** shall not be responsible for any adverse financial consequences to **CLIENT's** investment assets: (1) if such investments were consistent with a document setting forth investment parameters; or, (2) resulting from the investment decisions (or any other errors, actions or omissions) made by the **CLIENT's** other investment advisors, including, but not limited to, those investment advisors that have discretionary authority over all or a portion of the **CLIENT's** assets.

5. Termination.

This **Agreement** shall remain in effect until terminated in writing by either party.

6. Disclosure Statement.

The **CLIENT** hereby acknowledges prior receipt of a copy of the Disclosure Statement of the **PLANNER** as same is set forth on Part II of Form ADV (Uniform Application for Investment Adviser Registration). **CLIENT** further acknowledges that he has had a reasonable opportunity (i.e. at least 48 hours) to review said Disclosure Statement, and to discuss the contents of same with professionals of his choosing, prior to the execution of this **Agreement**. If the **CLIENT** has not received a copy of the **PLANNER's** Disclosure Statement at least 48 hours prior to execution of this **Agreement**, the **CLIENT**

shall have 5 business days from the date of execution of this **Agreement** to terminate **PLANNER's** services without penalty.

7. PLANNER Liability.

The **PLANNER** shall only be responsible for those services that the **CLIENT** has specifically designated to be the subject of the **PLANNER's** services under this **Agreement**. The **PLANNER**, acting in good faith, shall not be liable for any action, omission, investment recommendation/decision, or loss in connection with this **Agreement**. 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.

8. Assignment.

This **Agreement** may not be assigned by either the **CLIENT** or the **PLANNER** without the prior consent of the other party. The **CLIENT** acknowledges and agrees that transactions that do not result in a change of actual control or management of the **PLANNER** shall not be considered an assignment.

9. Arbitration.

Subject to the conditions and exceptions noted below, and to the extent not inconsistent with applicable law, in the event of any dispute pertaining to **PLANNER's** services under this **Agreement**, both **PLANNER** and **CLIENT** agree to submit the dispute to arbitration in accordance with the auspices and rules of the American Arbitration Association ("AAA"), provided that the AAA accepts jurisdiction. **PLANNER and CLIENT understand that such arbitration shall be final and binding, and that by agreeing to arbitration, both PLANNER and CLIENT are waiving their respective rights to seek remedies in court, including the right to a jury trial.** **CLIENT** acknowledges that he/she/it has had a reasonable opportunity to review and consider this arbitration provision prior to the execution of this **Agreement**. **CLIENT** acknowledges and agrees that in the specific event of non-payment of any portion of **PLANNER's** fee pursuant to this **Agreement**, **PLANNER**, in addition to the aforementioned arbitration remedy, shall be free to pursue all other legal remedies available to it under law, and shall be entitled to reimbursement of reasonable attorney's fees and other costs of collection.

10. Privacy Notice.

The **CLIENT** acknowledges receipt of the **PLANNER's Privacy Notice**.

11. Applicable Law/Venue.

This **Agreement** supersedes and replaces, in its entirety, all previous financial advisory agreement(s) between the parties. To the extent not inconsistent with applicable law, this **Agreement** shall be governed by and construed in accordance with the laws of the State of Washington. In addition, to the extent not inconsistent with applicable law, the venue (i.e. location) for the resolution of any dispute or controversy between **PLANNER** and **CLIENT** shall be the County of Whatcom, State of Washington.

12. Electronic Delivery.

The **CLIENT** authorizes the **PLANNER** to deliver, and the **CLIENT** agrees to accept, all required regulatory notices and disclosures via electronic mail, as well as all other correspondence from the **PLANNER**. **PLANNER** shall have completed all delivery requirements upon the forwarding of such document, disclosure, notice and/or correspondence to the **CLIENT's** last provided email address.

13. Authority.

The **CLIENT** acknowledges that he/she/they have all requisite legal authority to execute this **Agreement**. The **CLIENT** correspondingly agrees to immediately notify the **PLANNER**, in writing, in the event that this representation should change.

IN WITNESS WHEREOF, the **CLIENT** and **PLANNER** have each executed this **Agreement** on the day, month and year first above written.

CLIENT:

Sign: _____ Print Name: _____ Date: _____

Sign: _____ Print Name: _____ Date: _____

Sign: _____ Print Name: _____ Date: _____

Sign: _____ Print Name: _____ Date: _____

PLANNER:

Sign: _____ Print Name: _____ Date: _____

Sign: _____ Print Name: _____ Date: _____

SCHEDULE A
SERVICE TO BE PERFORMED BY PLANNER

Financial Statement review/analysis

- Cash Flow** review/analysis
- Assets/Liabilities** review/analysis
- Income Tax** review/analysis

Investment review/analysis

- Risk Tolerance Questionnaire**
- Investment Policy Statement** review/analysis
- Current Asset Allocation** review/analysis
- Proposed Asset Allocation** presentation/review

Protection/Insurance review/analysis

- Life Insurance** review/analysis
- Disability Insurance** review/analysis
- Long Term Care** review/analysis
- Health Plan** review/analysis
- Auto/Home Plan** review/analysis

Retirement Plan review/analysis

- IRA/ROTH/SIMPLE/SEP/401k/401b/Annuities (etc)** review/analysis
- Social Security/Pension** review/analysis
- Retirement Plan Asset Projection** review/analysis

Estate Planning review/analysis

- Wills** review/analysis
- Living Wills** review/analysis
- Power of Attorney** review/analysis
- Trusts** review/analysis
- Charitable Gifting** review/analysis

Education Funding review/analysis

- Custodial Account** review/analysis
- 529 Plan** review/analysis
- ROTH IRA** review/analysis

Other Goals review/analysis

- _____
- _____
- _____

Additional Information/Terms/Conditions:

Compensation Agreement

Fixed Fee: \$ _____ Payable upon engagement upon completion
 Hourly Fee: \$ _____ Payable upon engagement upon completion

CLIENT:

Sign: _____ Print Name: _____ Date: _____

Sign: _____ Print Name: _____ Date: _____

The **PLANNER** shall provide only the services indicated above.