



**ESSENTIAL FINANCIAL REVIEW AGREEMENT**

This Agreement is between Essential Financial Strategies (the “Advisor”) and the undersigned client(s) \_\_\_\_\_ (the “Client”). This Agreement pertains to tax and/or financial planning services to be provided by the Advisor in accordance with the following terms and conditions:

**1. Services.**

- A. Services to be provided are limited to those listed in this section.
- B. Upon receipt of a deposit, Essential Financial Strategies will furnish Client with materials to help prepare for the financial review meeting.
- C. The Client will also provide Essential Financial Strategies with the necessary documents and information to provide the services agreed upon. The review meeting will be scheduled upon receipt of requested documents.
- D. The Client will have a one-time 2-hour meeting with Essential Financial Strategies.
- E. This Agreement entitles the Client to have up to three (3) specific questions analyzed and answered. The Client listed the three questions below:
  - 1. \_\_\_\_\_
  - 2. \_\_\_\_\_
  - 3. \_\_\_\_\_
- F. As time permits, the following additional items may be addressed.
  - Review of the Fundamentals of Fiscal Fitness;
  - Review of Financial Life Cycle position;
  - Review of current asset allocation and investment location for tax efficiency;
  - Review of prior year tax returns for possible missed deductions;
  - Recommendation of possible tax strategies to consider;
- G. Telephone and email follow-up related to recommendations on the above issues will be provided up to 30 calendar days after the review meeting.
- H. The Client understands that the responsibility for financial decisions are his/hers and that he/she is under no obligation to follow, either wholly or partially, any recommendations or suggestions provided by Essential Financial Strategies.

- I. Tax preparation or investment implementation is NOT included in this Agreement.
- J. Client understands the services provided under this Agreement are limited and do not constitute a comprehensive financial plan.

**2. Fees.**

A. For the services provided under this Agreement, Client agrees to pay Advisor a fee of Six Hundred Fifty dollars (\$650.00). A 50% deposit is due at time of signing and the remaining 50% is due at the beginning of the review meeting.

B. Advisor is compensated based solely on the above fee structure and does not receive any commissions.

C. With the exception of paragraph 2D below, the Advisor and Client agree this Agreement covers only the services described above and the fees described above are full and final payment for such services. At the discretion of the Advisor, fees may be refunded if the Client does not believe the three questions were adequately answered.

D. Fees for services provided under this agreement may be credited toward the open retainer annual fee if Client engages Advisor for such additional ongoing services with 30 days of the review meeting.

**3. Non-Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.

**4. Conflicts of Interest.** The Advisor shall refuse to perform any services under paragraph 1 which, in the sole discretion of the Advisor, create or constitute a conflict of interest.

**5. Responsibility for Timely Performance.** The Client agrees to provide information required to perform the above services as expeditiously as possible to ensure timely performance by the Advisor. The Client understands Advisor, in the performance of its obligations and duties under this Agreement, is entitled to rely upon the accuracy of information furnished by the Client without further investigation.

**6. Client Authority.** If the Client is not a natural person, the Client represents it is authorized to execute this Agreement and terms of this Agreement do not violate any of Client's legal or other obligations. The Client agrees Advisor will not be liable for any losses, costs or claims suffered or arising out of the Client's lack of authority.

**7. Renewal and Termination.**

A. This Agreement shall automatically terminate 30 days after the financial review meeting.

B. Either Advisor or Client may voluntarily terminate this Agreement upon written notice to the

other party for any reason, provided that, where services stipulated under paragraph 1 remain uncompleted, Advisor shall refund to the Client the amount paid pursuant to paragraph 2A on a pro rata basis.

C. The Advisor may terminate this Agreement without notice if the Client fails to pay fees in a timely manner, intentionally provides false or misleading information, or intentionally fails to respond to a request by Advisor to provide information necessary to perform the services required under this Agreement.

**8. Mediation/Binding Arbitration.** Any claim or controversy arising out of or relating to the Agreement, including, without limitation, the Advisor's performance, or interpretation of the Agreement, shall be settled either by mediation instituted at the request of either party, or if not resolved by mediation, by binding arbitration. Any mediation or arbitration will be in Orland Park, Illinois, unless otherwise agreed to by both parties. Judgment on any arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. Notwithstanding the foregoing, the above mediation/arbitration clause in no way limits or affects the client's rights under the Investment Advisor's Act of 1940 or related state securities statutes.

**9. Receipt of Form ADV and Privacy Statement.** Client acknowledges receipt of Part 2 of Form ADV and a Privacy Statement. The Client has the right to terminate the contract without penalty within five business days after entering into this Agreement.

Client(s) Initials: \_\_\_\_\_

**10. Governing Law Disputes.** To the extent Federal law does not apply to this Agreement, it shall be construed in accordance with the laws of the State of Illinois.

**11. Confidential Relationship.** All information and advice furnished by either party to the other or the other's agents and employees in connection with this Agreement will be treated as confidential and will not be disclosed to third parties except as required by law. Client authorizes Advisor to disclose to custodian or third-party professionals including attorneys, insurance advisors or CPA's, information Advisor deems necessary and appropriate to properly perform its obligations under this Agreement.

**12. Attorney Fees.** In the event any suit or action is filed to enforce or interpret the terms and obligations of this Agreement, the prevailing party shall be entitled to its reasonable attorney fees and costs, including reasonable post-judgment attorney fees incurred in collection efforts.

**13. Advisor Liability & Indemnification.** Client understands not every investment decision or recommendation made by Advisor will be profitable. The Client agrees to assume all market risk involved relating to services provided under this Agreement. If acting within the terms of this Agreement, Advisor shall have no liability to the Client for any direct or indirect loss or other harm to any assets or property related to the Advisor's services. Nothing in this Agreement shall relieve Advisor from any responsibility or liability Advisor may have under state or federal statutes.

**14. Entire Agreement.** This Agreement states the entire agreement between the parties relating to the above.

The parties have signed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Client(s)**

**Essential Financial Strategies:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Rorik W. Larson, Principal  
Printed Name, Title

\_\_\_\_\_  
Signature (for Second Client)

\_\_\_\_\_  
Printed Name (for Second Client)