

# Client Agreement

**THIS AGREEMENT** between Monthly Financial Coaching LLC (“Coach”) and the Client, is in effect from the time Coach receives and accepts a copy of this Agreement executed by the Client. By signing this Agreement, the Client acknowledges engaging the Coach to provide financial coaching.

1. **APPOINTMENT AS COACH:** The Client hereby retains the Coach and the Coach hereby agrees to provide financial coaching.
2. **COACHING SERVICES:** Coaching services are not comprehensive financial planning. The Coach will not be providing investment advice. The Coach may not address every issue that will impact the Client even if the impact is material. Coaching services will primarily focus on accountability tracking cash flow and net assets. The Client is responsible for informing the Coach of any changes in the Client's financial circumstances and any other information provided by the Client to the Coach under this agreement.
3. **CONFIDENTIAL RELATIONSHIP:** Information received by Coach from Client will be kept confidential by Coach in a manner consistent with applicable law and with the Coach's Privacy Policy, which Client acknowledges receiving. All information furnished by Coach to Client shall be treated as confidential and not be disclosed by Client except as required by law.
4. **FEES:** The fees for services under this Agreement shall be agreed upon in the executed client agreement between the Client and the Coach. The fees for services provided by the Coach under this Agreement shall be calculated and paid in accordance with the rate set forth in the attached fee schedule.
5. **VERBAL INSTRUCTIONS ACCEPTABLE:** By Client's execution of this agreement, Client hereby provides express authorization in favor of Coach which shall expressly permit and allow Coach to act on Client's verbal instructions.
6. **ELECTRONIC COMMUNICATIONS ACCEPTABLE:** The Client consents to electronic delivery of documents and other communications by the Coach. Such consent will remain effective unless revoked by the Client. The Coach will transmit information by email in text, PDF, Microsoft Word, or other formats that can be readily viewed, printed, and saved. The Client has provided the Coach with one or more valid email addresses that the Coach may use to communicate with the Client. The Client acknowledges that there may be costs associated with electronic delivery, such as computer equipment costs and on-line charges. The Client may revoke its consent to receive communications electronically at any time by notifying the Coach.
7. **LIMITED LIABILITY:** The Coach shall not be liable for any mistake in judgment or for any loss whatsoever except that which may result from a violation of applicable law or an act of bad faith or gross negligence by the Coach concerning its duties under this Agreement. Furthermore, the Coach, its officers, directors, employees and agents shall not be responsible for any loss, claim, cost or liability incurred by reason of any act or omission by any third party.
8. **TERMINATION/ASSIGNMENT:** Neither party may assign this agreement without the prior written consent of the other party. This agreement shall be in effect until either party gives written notice to the other party of its intention to terminate the agreement. This agreement may be terminated, without penalty, upon written notice by either party.
9. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana except to the extent that the federal laws shall otherwise be controlling.

10. **VENUE:** In the event that any dispute shall arise by and between the parties, it is hereby agreed that any litigation, cause, suit, arbitration, mediation or any other proceeding shall take place in Indiana.
11. **CLIENT CONFLICTS:** If this Agreement is with more than one client, our Services shall be based upon the joint goals as communicated to us by the Clients, collectively. We shall be permitted to rely upon instructions and/or information we receive from either party, unless and until such reliance is revoked in writing to us. We shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between Clients.
12. **ARBITRATION:** Any controversy or claim arising out of or relating to this agreement or the breach thereof shall be settled by arbitration, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Client understands that this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under federal or state laws. Should both parties voluntarily agree to arbitration, arbitration is final and binding on the parties.
13. **MISCELLANEOUS:** All paragraph headings in this Agreement are for convenience of reference only, do not form part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement. If any provision herein is or should become inconsistent with any present or future law, rule or regulation of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, such provision shall be deemed to be rescinded or modified in accordance with any such law, rule or regulation. In all other respects, this Agreement shall continue and remain in full force and effect. No term or provision of this Agreement may be waived or modified unless in writing and signed by the party against whom such waiver or modification is sought to be enforced. This Agreement contains the entire understanding between Client and Coach concerning the subject matter of this Agreement. Client agrees that this Agreement shall be binding upon Client's heirs, executors, administrators, and personal representatives. All notifications required to be sent shall be sent: if to Coach, to the Coach's e-mail address (treavor@monthlyfinancialcoaching.com); if to Client, to Client's address as provided to the Coach.
14. **EFFECTIVE DATE:** This Agreement will be effective upon submission of payment information by client.

## **Schedule A - Fee Schedule**

**MONTHLY FINANCIAL COACHING:** Coaching fees consist of an ongoing monthly fee of \$80 per month.

The fee is negotiable in certain cases. Fees for this service may be paid by electronic funds transfer, credit card, or check.

**MONTHLY FINANCIAL COACHING:** If the Client requests a refund within 90 days of starting payment, they can receive a full refund.

**OTHER TYPES OF FEES AND EXPENSES:** Our fees are exclusive of third party costs and expenses which may be incurred by the client. Clients may incur certain charges imposed by third parties. Such charges, fees and commissions are exclusive of and in addition to our fee.

# Schedule B - Privacy Policy

As of April 25th, 2024

Monthly Financial Coaching LLC recognizes that our relationships with current and prospective clients are based on integrity and trust. We work hard to maintain your privacy and to preserve the private nature of our relationship with you. We place the highest value on the information you share with us. Monthly Financial Coaching LLC will not disclose your personal information to anyone unless it is required by law or at your direction. We will not sell your personal information.

We want our clients to understand what information we collect, how we use it, and how we protect it responsibly.

## Why We Collect Your Information

We gather information about you so that we can:

- Help provide financial coaching services to you; and
- Comply with the Federal and State laws and regulations that govern us.

## What Information We Collect and Maintain

We may collect the following types of “nonpublic personal information” about you:

- Information from our initial meeting or subsequent consultations about your identity, such as your name, address, social security number, date of birth, and financial information.
- Information that we generate to service your financial needs.
- Information that we may receive from third parties with respect to your financial profile.

## What Information We Disclose

We are permitted by law to disclose nonpublic information about you to unaffiliated third parties in certain circumstances. For example, in order for us to provide coaching services to you, we may disclose your personal information in limited circumstances to various service providers. If the Coach leaves Monthly Financial Coaching LLC to join another company, he or she is not permitted to retain nonpublic Client information.

Otherwise, Monthly Financial Coaching LLC will not disclose any personal information about you or your account(s) unless one of the following conditions is met:

- We receive your prior written consent; or
- We have documentation that the recipient is your authorized representative; or
- We are required by law to disclose information to the recipient

Arrangements with companies not affiliated with Monthly Financial Coaching LLC will be subject to confidentiality agreements.

## How We Protect Your Personal Information

Privacy has always been important to Monthly Financial Coaching LLC. We restrict and limit access to client information only to those who need to carry out their business functions. We maintain physical, electronic, and procedural safeguards to protect your confidential personal information.