

Kuleck Financial Planning Client Engagement Agreement

Please review this Client Engagement Agreement ("Agreement") carefully as it sets forth the understanding between you (the "Client" and any Attorneys-In-Fact) and Robin L. Kuleck doing business as Kuleck Financial Planning (the "Firm") regarding the services the Firm will provide you. If you have any questions about the content of this Agreement you should discuss them with us or your legal counsel before you sign this Agreement.

Firm Services. The Firm will provide consultations addressing the specific issue or issues you request in the Addenda. The Firm will provide you with an analysis and recommendations to guide you toward the achievement of your objectives. The Firm may limit its analysis to those areas indicated. You understand that information regarding specific issues not revealed to or analyzed by Firm may have a direct impact on the suitability or accuracy of specific recommendations given. The term of engagement is referenced in the appropriate Addendum.

Fees. The Firm's financial planning and investment consultation services fees are assessed on an hourly basis per the Addendum. Educational workshops are assessed a fixed fee as stated in the Addendum. The Firm believes its fees are reasonable in light of the type of services to be provided and given the assigned representative's experience and expertise; similar services may be made available from other sources and potentially at a lesser fee.

- **Negotiable Fee.** Firm fees may be discounted by the Firm at the Firm's discretion but they are not negotiable.
- **Fee Payment.** Fees are due as stated in the executed Addendum. Fees are to be paid by check from US-based financial institutions or through electronic payment via a qualified, unaffiliated intermediary. At no time will cash, money order or similar forms of payment be accepted.

Service Provider Fees. Any transactional or custodial fees assessed by the selected service providers and/or individual retirement account or qualified retirement plan account termination fees are borne by the Client and are as provided in the current, separate fee schedule of the selected service provider. Fees paid to the Firm for its services are separate from any charges the Client may pay for mutual funds, exchange-traded funds or other investments of this type. The Firm does not receive "trailer" or SEC Rule 12b-1 fees from any investment company. Fees charged by these issuers are detailed in prospectuses or product descriptions and Clients are encouraged to read these documents before investing.

Commissions. The Firm does not receive commission payments involving any securities recommendation or transaction services.

Performance-Based Fees. The Firm shall not receive performance-based fees for its advisory services.

Termination of Services. Either party may terminate the Agreement at any time, which will typically be in writing. Should the Client verbally notify the Firm of the termination and, if in two business days following this notification the Firm has not received notice in writing; the Firm may make written notice of such termination in its records and will send its own termination notice to the Client in substitute.

- If the Firm's Form ADV Part 2 brochure was not delivered to the Client at least 48 hours prior to entering into the investment advisory contract, the Client will then have the right to terminate the engagement without penalty within five (5) business days after entering into the agreement. Should the Client terminate an Agreement after this time period, the Client may be assessed a fee based on the Firm's disclosed hourly rate for any time that may have been incurred by the Firm in the preparation of the Client's analysis and/or plan.
- An educational workshop attendee who has canceled their attendance within 24 hours of the first session may not be subject to a refund due to operational costs already expended by the Firm but the Firm may credit the fee toward a future firm educational session.
- The Firm shall return any prepaid, unearned advisory fees within 30 days of receipt of a termination notice, and the Firm will only provide such remuneration via a check from a US-based financial institution.
- The Firm shall not be responsible for investment advice upon its receipt of a termination notice.

Conflict of Interests. Firm will provide disclosure throughout the term of the engagement regarding any conflicts of interest which could be reasonably expected to impair the rendering of unbiased and objective advice. The Client also acknowledges receipt of the Firm's Form ADV Part 2 brochure which describes roles and capacities its representative may serve in. The Client is hereby informed they are under no obligation to act upon the Firm's recommendations, and if the Client elects to do so, the Client is under no obligation to complete these services through the Firm or a recommended service provider/issuer.

Client Representations. The Client represents to the Firm the following and understands and agrees that the Firm is relying on these representations as an inducement to enter into this Agreement:

- The Client certifies that he/she is legally empowered to enter into or perform this agreement.
- Client agrees that he/she will provide the Firm with the necessary information to provide the agreed upon services.
- Client agrees and acknowledges that the responsibility for financial decisions is theirs and that he/she is under no obligation to follow, either wholly or in part, any recommendation or suggestion provided by the Firm.
- Client understands and agrees that the Firm performs services for other clients and may make recommendations to those clients that differ from the recommendations made to the Client. The Client agrees the Firm does not have any obligation to recommend for purchase or sale any security or other asset it may recommend to any other client.
- The Client agrees the Firm obtains information from a wide variety of publicly available sources and cannot guarantee the accuracy of the information or success of the advice which it may provide. The information and recommendations developed by the Firm is based on the professional judgment of the Firm and the information the Client provides to the Firm.
- The Client acknowledges and agrees that the Firm shall not be obligated to provide any services under this Agreement with or for the Client if, in the Firm's reasonable judgment, this would (i) violate any applicable federal or state law or any applicable rule or regulation of any regulatory agency, or (ii) be inconsistent with any internal policy maintained by the Firm from time-to-time relating to business conduct with its Clients.
- Client acknowledges all investments involve risks and that some investment decisions will result in losses, including the potential for the loss of their principal that has been invested. The Client understands that the Firm cannot guarantee their investment goals or planning objectives will be achieved.
- The Client understands and agrees that the Firm will not be liable for any loss incurred as a result of the services provided to the Client by their Custodian of Record.

Confidentiality of Information. The Firm will regard any information provided by the Client as confidential and all recommendations and/or advice provided by the Firm shall be confidential, with disclosure only upon such terms and to such parties as designated by the parties as required by law. By executing this Agreement the Client acknowledges he/she has received the Firm's privacy policy statement that has been incorporated into the Firm's Form ADV Part 2.

Multiple Clients. In the event the Client is more than one individual, the Firm is authorized to accept the direction of either party and such direction will be binding on all parties. This authority does not extend to individual accounts (i.e., individual retirement accounts, etc.) unless the Firm receives the accountholder's prior written approval.

Electronic Document Delivery. Whenever practical, documents and information will be electronically delivered to the Client. Such documents and information include, but are not limited to, service agreements, account information, forms, revised advisory firm disclosures and various types of general Client communications. Delivery mechanisms may include electronic mail (e-mail), firm web site, portal, and secure data transmission services. The sending of electronic messages and/or information shall constitute delivery of the information, regardless of whether the Client chooses to read it. The Client may opt-out of or revoke this consent to electronic delivery at any time by providing written notice to Firm at its main office. The Client agrees to keep a current, functional e-mail address and will update information with the Firm immediately if an e-mail address or any other contact information changes.

Proxy Voting. The Firm does not vote Client proxies. The Client shall be responsible for directing the manner in which proxies solicited by issuers of securities the Client beneficially owns shall be voted, and will make all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to Client assets. The Client shall instruct their selected service provider to forward all proxies and shareholder communications relating to their assets to the Client.

Registration. The Firm is an investment adviser registered with the Commonwealth of Pennsylvania. The Firm may register, become licensed or meet exemption to registration and/or licensing in other jurisdictions it may conduct investment advisory business. Any reference to the Investment Advisers Act of 1940, as amended, in any Client document does not imply registration with the United States Securities and Exchange Commission (SEC).

Assignment. The Firm will not assign this Agreement to any other party without the Client's prior written consent.

Death or Disability. If the Client is a natural person, the death, disability or incompetency of the Client will not terminate or change the terms of this Agreement. However, the Client's executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to the Firm.

Disputes. If a dispute arises out of this Agreement and cannot be settled through direct negotiation between the Firm and the Client, it may then be resolved by first entering into voluntary Mediation, and if the Mediation is unsuccessful, then, to the extent not inconsistent with applicable law, by voluntary Arbitration via the American Arbitration Association. Mediation shall end as soon as (i) the dispute is resolved; or (ii) the mediator informs the parties that Mediation is unlikely to be successful; or (iii) any party elects, after three days of good faith Mediation effort, to end Mediation. An agreement to arbitrate does not apply to future disputes arising under certain federal or state securities laws. Any arbitration between the parties hereto shall be governed by the laws of the Commonwealth of Pennsylvania. Each party shall be responsible for the cost of its own legal representation at any Mediation or Arbitration proceeding. A mediation or arbitration hearing site will not be chosen if traveling to that site would cause undue hardship or expense to the Client. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith and, therefore, nothing contained in this Agreement shall constitute a waiver of any rights that the Client may have under federal and state securities laws.

Other Services. The Client acknowledges that the Firm does not and will not practice law or offer accounting services when providing financial planning or investment advice to the Client. The Client understands that none of the fees paid under this contract relate to such services and that it is the responsibility of the Client to obtain such advice if necessary.

Captions and Headings. The captions and headings of the paragraphs in this Agreement and its Addenda are strictly for convenience and shall not be used in construing or interpreting this Agreement.

Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

Entire Agreement; Modification. This Agreement constitutes the final, complete and entire Agreement between the parties and supersedes all prior and contemporaneous understandings or agreements of the parties, and is binding on and inures to the benefit of their respective heirs, representatives, successors, and assigns. This Agreement may be modified only by amendment in a writing signed by the parties to this Agreement, which specifically states that the amendment modifies this Agreement.

Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

Execution Section on the following page.

Addendum – Educational Workshop

The Firm provides educational workshops for groups desiring general advice on investments and personal finance. Topics may include issues related to financial planning, educational and estate planning, retirement strategies, or various other economic and investment topics. Workshops are educational in nature and do not involve the sale of insurance or investment products. Information presented will not be based on any one person’s need nor does the Firm provide individualized investment advice to attendees during general sessions.

Workshop Sponsor/Host: _____

Attendees: ___ Employees of Sponsor/Host ___ Members of Organization: _____

___ General Public ___ Other: _____

Workshop Topics

___ Cash Flow Analysis

___ Retirement Planning

___ Education Funding

___ Estate Planning

___ Risk Management

___ Investment Education

___ Other: _____

___ Other: _____

___ Other: _____

___ Other: _____

Will there be other speakers at this event? ___ No ___ Yes If Yes, how will they be compensated? _____

Fees

The Firm will assess a fixed fee for its educational workshops that are payable by the individual attendee or the workshop sponsor, such as an association or employer. The fee is typically \$100 per workshop attendee, per session. Fees are based on a rate of \$ _____ per attendee.

___ Fee Per Attendee: Total fee is \$ _____. Payment is due: _____

___ Sponsor Fee: The sponsor’s Fee for this engagement is \$ _____. Payment is due: _____

The Client acknowledges that this Addendum represents an amendment to the Client Engagement Agreement (Agreement) signed on _____ (month) _____ (day), _____ (year) and that all other terms and conditions of the original Agreement shall remain in full force and effect.

Client (1) Signature | Client (2) Signature | Date

Print Client (1) Name | Print Client (2) Name

By: _____
Robin L. Kuleck | Date

Addendum – Permission to Share Information

I hereby authorize Kuleck Financial Planning to share my/our financial information with [strike out those not approved] my spouse/ domestic partner, accountants, attorneys, insurance agents, and/or (state legal name) _____ as necessary to provide advice or service. I understand that this authorization shall remain in effect unless and until I choose to revoke it in writing, which I may do at any time. I further understand that this does not constitute a power of attorney over my account(s).

I do not grant the Firm to specifically communicate with: _____

Client Signature

Client Signature

Printed Name

Printed Name

Date

Date