

Life-Wealth Services Retainer Agreement

Advisory Client(s) _____

Tax ID# (s) _____

Address: _____

City: _____ State: _____ Zip: _____

The parties to this Life-Wealth Services Retainer Agreement are Security First Advisors, Inc., the Advisor (hereafter SFA), and the Advisory Client. In consideration of the mutual benefits to be derived from this Agreement, it is understood and agreed as follows: SFA shall provide the following financial advisory services for the benefit of the Advisory Client:

A. Life-Wealth Planning

Our overall objective, at Security First Advisors (SFA), is to assist you, our clients, in understanding and taking personal control of overall and specific financial issues. SFA's intent is to function as a coach and advisor. SFA provides process and structure to assist in the control of Life-Wealth financial decisions and their impact on your life plans. This Life-Wealth Retainer Agreement will outline the working relationship agreed to between SFA and you, our advisory client.

This includes continually discussing and changing client data, updating analysis & evaluations to be consistent with advisory client's life changes, revising strategies and adjust action plans for life events, and implement changes when needed.

Services may include oversight and management of Retirement Planning, Investment Strategies, Risk Management, Family Planning, Estate Planning,

It is intended that SFA life-wealth advisory services include planning for regular life events. If, or when, extraordinary issues occur a separate Letter of Engagement will be executed for these planning services.

B. Asset Management

1. It is expressly understood that SFA makes no explicit or implicit guarantees of specific results. SFA's role is to provide a comprehensive and disciplined approach to investing. The Advisory Client acknowledges and understands that the markets are volatile, that the Advisor may under perform the market, that the Advisory Client account(s) may depreciate, and that brokers, custodians or other third parties may cause losses or additional expenses. The Advisor is not liable for client losses, including, among other things, losses caused by errors in judgment.
2. Where the investment accounts permit account transfers by phone, the Advisory Client authorizes SFA to make such changes. Where the Advisory Client's signature or other input is required, the Advisory Client will be cooperative in signing the forms needed to facilitate these tasks.
3. The Advisory Client acknowledges that the Advisor makes judgmental evaluations before recommending specific investment opportunities to Advisory Client. The Advisory Client acknowledges that the Advisor's judgmental evaluations depend upon information from publicly available sources, and that the Advisor does not have any sources of privately available information. The Advisory Client acknowledges that the Advisor's investment recommendations will place the Advisory Client under some risk, and that this risk may result in the Advisory Client losing investment capital and/or investment income and/or tax benefits and/or purchasing power. The Advisory Client agrees to incur all losses from the Advisory Client's own funds. The Advisory Client agrees to hold SFA, its officers, directors, employees, agents, independent contractors and representatives forever harmless from all claims, liabilities, losses, damages, attorney's fees, costs, and expenses which may arise from any actions, services rendered, or advice taken pursuant to this Agreement. The federal 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 Advisory Client or SFA may have under any federal securities laws.
4. In the case of a qualified retirement plan, the trustee of the plan should be bonded. Such Trustees hold SFA and the Investment Advisory Representative (IAR) forever harmless whether or not the trustees are bonded. SFA and the IAR will not be precluded from entering into this Agreement if the said trustees are not bonded.

C. Compensation

It is agreed that for the Life-Wealth Services provided, the Advisory Client shall pay SFA a fee as indicated on the attached Services and Fee Schedule. Fees for qualified plan accounts paid by the employer may constitute a contribution to the plan. Consult with your tax advisor.

D. General Provisions

1. **Ongoing Participation** - The Advisory Client acknowledges that effective financial planning, asset allocation and risk management requires the following: participation in investment planning meetings; providing SFA with financial statements as requested by SFA in a timely manner; execution of written authorization whenever necessary to implement management objectives; notification to SFA of any changes which may affect Advisory Client's investment policy and/or goals and objectives; being the sole decision maker for all investment and financial planning decisions.
2. **Confidentiality** - All information furnished by the Advisory Client to SFA, including the Advisory Client's identity, shall be treated as confidential. SFA agrees to not voluntarily disclose confidential information without the Advisory Client's prior consent (unless required by law, court order or agency directive, or unless SFA expects in its reasonable opinion that it will be compelled by a court or government agency, or unless such information becomes publicly available or known other than as a result of actions of SFA). In the event SFA is compelled to disclose confidential information by legal process SFA will attempt to give prior written notice to the Advisory Client.
3. **Law & Accounting** - It is expressly understood and agreed between the parties of this agreement that SFA will not provide accounting or legal opinions.
4. **Non-exclusivity** - The Advisory Client understands that SFA has other clients and will not devote exclusive attention to the Advisory Client account(s). In addition, SFA may give advice and take action for some clients that may differ from advice given or the timing or nature of action taken for others. SFA agrees to resolve conflicts and allocate investment opportunities on a basis that is fair and equitable for each of the Advisor's clients.
5. **Arbitration** - Any unresolved dispute or disagreement arising between the Advisory Client and SFA or an Associate Advisor which relates directly or indirectly to the provision of services as contemplated by this Agreement shall be submitted to binding arbitration with the American Arbitration Association at any other location agreed to by the Advisory Client and SFA. Any award granted by the arbitrator(s) shall be binding and may be entered for judgment in any court having jurisdiction over the matter. In the event that any arbitration proceeding or any other action is initiated which pertains to the Agreement, the substantive laws of the State of Oregon shall apply.
6. **Breach of Contract** - Failure of either party to object to or take any action with respect to any conduct of the other party that may be a breach of this Agreement shall not be deemed a waiver of any future breach.
7. **Assignment** - This Agreement may not be assigned by SFA without written consent of the Advisory Client. SFA reserves the right to employ outside consultants and services to fulfill the objectives of the agreement.

Life-Wealth Retainer Agreement Attachment

Services and Fee Schedule

Elite Services Schedule:

- Oversee operations of client’s portfolio accounts: Monitoring transactions – tracking, recording, receipt & filing of statements, managing vendor relationships, etc.
- Periodic review, analysis, recommendations due to personal or economic events.
- Coordinate cash distributions as needed.
- Review estate planning documents and discuss estate structure and ownership analysis
- SFA is available for consultation as needed for regular life events at no additional charge.
- SFA will provide continuity and financial stability to your family in times of transition and change. (i.e. Family CFO)
- Preview annual Cash Flow, Distributions, Additions, etc.
- Semi-annual Meetings
- Risk Management - Life, Health, DI, LTC, Auto, HO, Employee Benefits, etc.
- Annual Portfolio Allocation analysis
- Year-end tax planning
- Newsletter
- Annual Tax Summaries to CPA
- Consolidated Portfolio Reporting
- Heir Consultations
- Market Updates
- Timely Topics
- Additional Clients Services billed as per fee schedule
- _____
- _____

Compensation & Payment Terms

1. If hourly work is required SFA will bill as per the following scheduled rates:
Advisor at \$295. Manager at \$125, Administrative at \$75 per hour.
2. As described in the SFA Agreement Section C the annual fee for services rendered is deducted quarterly from the account(s):

Account Name	Number	
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%

Advisory Client Initial & Date _____

Life-Wealth Retainer Agreement Attachment

Services and Fee Schedule

Premier Client Services

- Oversee operations of client’s portfolio accounts: Monitoring transactions – tracking, recording, receipt & filing of statements, managing vendor relationships.
- Periodic review, analysis, recommendations due to personal or economic events.
- Coordinate cash distributions as needed
- Regularly review estate planning documents and discuss estate structural and ownership analysis.
- SFA will provide continuity and financial stability to your family in times of transition and change. (i.e. Family CFO)
- Annual Meetings
- Newsletter
- Periodic Market Updates
- Timely Topic reports
- Financial Planning module updates
- Additional Clients Services billed as per fee schedule
- _____
- _____
- _____

Compensation & Payment Terms

1. If hourly work is required SFA will bill as per the following scheduled rates: Advisor at \$295. Manager at \$125, Administrative at \$75 per hour.
2. As described in the SFA Agreement Section C the annual fee for services rendered is deducted quarterly from the account(s):

Account Name	Number	
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%

Advisory Client Initial & Date _____

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Services and Fee Schedule

Asset Management Services

- Oversee operations of client’s portfolio accounts: Monitoring transactions – tracking, recording, receipt & filing of statements, managing vendor relationships.
- Periodic review, analysis, recommendations due to personal or economic events.
- Coordinate cash distributions as needed.
- Newsletter
- Annual Meeting upon request
- Periodic Market updates
- Timely Topic reports
- Additional Clients Services billed as per fee schedule
- _____
- _____
- _____

Compensation & Payment Terms

1. If hourly work is required SFA will bill as per the following scheduled rates:
Advisor at \$295. Manager at \$125, Administrative at \$75 per hour.
2. As described in the SFA Agreement Section C the annual fee for services rendered is deducted quarterly from the account(s):

Account Name	Number	
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%

Advisory Client Initial & Date _____
