

Nicholas Ventimiglio CDFAs, Inc.

PLANNING AGREEMENT

This Agreement is between Nicholas Ventimiglio CDFAs, Inc., a Registered Investment Adviser, and _____, on _____, 20__.

(Client) (Date)

In consideration of the mutual benefits to be derived from this Agreement, it is understood and agreed as follows:

1. The Client recognizes that the value and usefulness of Nicholas Ventimiglio, CDFAs, Inc. will be dependent upon information that he/she provides and upon his/her active participation in the formulation of the planning objectives. The Client will also be asked to provide copies of banking & investment statements, insurance policies, tax returns, and other documents as Nicholas Ventimiglio, CDFAs, Inc. may reasonably request in order to complete an evaluation and prepare his/her recommendations to the Client.
2. Based on the information furnished by the Client, Nicholas Ventimiglio, CDFAs, Inc. will provide one or more of the following services:
 - a. A detailed review of the Client's current financial position.
 - b. A detailed review of the Client's financial goals and objectives.
 - c. Tailored cash flow projections based on current and/or future circumstances
 - d. Independent asset valuations & assessments
 - e. A written evaluation and analysis of the information provided by the Client and recommendations for a personalized financial program
 - f. Consultation regarding the implementation of Nicholas Ventimiglio, CDFAs, Inc.'s recommendations.
3. Should the parties agree to extend the Agreement beyond the estimated period, Nicholas Ventimiglio, CDFAs, Inc. will provide continued analysis and consultation taking into account the changing circumstances of the Client.
4. Should the parties agree to the need of an Investment Supervisory Service, a separate and distinct contract for that purpose shall be entered into by the parties.
5. Nicholas Ventimiglio, CDFAs, Inc. does not undertake any obligation for the implementation of the Clients' financial plans other than the consultation as outlined in Section 2, Subparagraph (d), above. The Client is urged to consult with his/her own legal and tax counsels, or other professionals deemed necessary by the Client in implementing the recommendations contained in the plan. **IMPLEMENTATION OF ANY PORTION OF THE PLAN IS ENTIRELY AT THE DISCRETION OF THE CLIENT.**
6. Nicholas Ventimiglio, CDFAs, Inc. is not responsible for acts, omissions or insolvency of any other agent, broker or independent contractor selected to take actions, or to negotiate or consummate any transaction for the Client.

7. The Client shall compensate Nicholas Ventimiglio, CDFA, Inc. for all services furnished under this Agreement by the payment of fees in accordance with the provisions of this section.
 - a. The hourly fee for services outlined in Section 2 (a) (b) (c) (d) (e) and (f) is currently \$200. Estimated fees shall be determined by Nicholas Ventimiglio, CDFA, Inc. based upon its preliminary assessment of the complexity of the Client's financial circumstances. Hourly fees are guaranteed, but estimates may change time to time based on demand for new agreements, renewals, and extensions. This fee will begin upon acceptance of this Agreement by Nicholas Ventimiglio, CDFA, Inc., and is based upon the number of hours necessary to assist the client with ongoing management of the necessary affairs. PLEASE SEE SERVICE INVOICE FOR ESTIMATED FEES AND DEPOSIT DUE.

A deposit equal to 50% of the estimated fee is due and payable upon acceptance of this Agreement by the Client.
 - b. If the Client, with the consent of Nicholas Ventimiglio, CDFA, Inc. wishes to renew this Agreement, the fee for ongoing consultation as outlined in Section 2, Subparagraph (e) above, shall be \$200.00 per hour. Such fee shall be paid at the time of renewal. Thereafter, the fee for ongoing consultation shall be based upon the then current fee as established by Nicholas Ventimiglio, CDFA, Inc..
 - c. Any fees for Investment Supervisory Agreement shall be governed by the terms of a separate Investment Supervisory Agreement.
8. The Client is under no obligation to place any investment, insurance or other transaction with or through affiliates of Nicholas Ventimiglio, CDFA, Inc..
9. Miscellaneous Provisions
 - a. This Agreement shall be governed by the laws of the State of California.
 - b. This Agreement shall insure to the benefit of any successor of Nicholas Ventimiglio, CDFA, Inc. and shall be binding upon the successors and assigns of the Client. Nicholas Ventimiglio, CDFA, Inc. shall not assign this agreement without consent of the Client.
 - c. This Agreement shall not become effective until acceptance evidenced by the signature of an associated advisor of Nicholas Ventimiglio, CDFA, Inc. is entered in the place provided below. No modification or amendment to this Agreement shall be effective, unless made in writing and signed by the Client and an associated advisor of Nicholas Ventimiglio, CDFA, Inc..
 - d. This Agreement may be terminated by the Client without penalty, upon delivery to Nicholas Ventimiglio, CDFA, Inc. of a written notice of termination, within ten (10) business days from the date of the Client's acceptance of the Agreement. Client will only pay a pro-rata charge for planning services actually rendered.

ACKNOWLEDGMENT

Client acknowledges receipt of Part II of Form ADV, filed with the State of California and/or materials of the Investment Adviser containing at least the same information. I understand that certain officers, employees and/or other affiliates of Nicholas Ventimiglio, CDFA, Inc. maintain various business relationships through which they may receive compensation aside from the fees outlined in this contract.

Date

By: _____
Associated Advisor Signature

Client Signature

Client Name (Print)

Client Signature

Client Name (Print)