

Hourly Services Agreement

This AGREEMENT sets forth the terms of the engagement entered into by KJH Financial Services a registered investment advisor (Advisor), and CLIENT NAME and COCLIENT NAME (Client).

SERVICES OF THE ADVISOR

Advisor shall provide the following services to the Client on an hourly basis:

Assist in articulating your goals, objectives, values.
Prepare a Net Worth Statement.
Prepare a Statement of Cash Flow.
Prepare cash flow and retirement projections and analysis as needed.
Review your investments and provide recommendations.
Review your personal tax returns and provide tax planning advice.
Provide insurance advice, as needed.
Provide estate planning guidance.
Provide advice and recommendations in other areas of financial planning in which Advisor or Client identifies a need.

LENGTH OF ENGAGEMENT

This Agreement shall cover all services provided by Advisor for the 12-month period beginning on the date this Agreement is signed.

RESPONSIBILITY OF THE CLIENT

The Client agrees to provide information regarding income, investments, income tax, estate plan, and other pertinent matters as requested by Advisor from time to time. The Client also agrees to discuss current and projected future needs and goals candidly with Advisor and to keep Advisor informed of changes in the Client's situation, needs and goals.

The Client agrees to permit Advisor to consult with and obtain information about the Client from the Client's accountant, attorney and other advisors. This information includes, but is not limited to, investment statements, insurance policies, tax returns and other data pertinent to the Client's personal finances.

Although permitted to do so, Advisor shall not be required to verify any information obtained from the Client, Client's attorney, accountant or other advisors and is expressly authorized to assume the accuracy of information received from the Client.

FEES TO ADVISOR

Hourly fees are determined based on several factors, including the responsibility assumed, the complexity of the matters at issue, the benefit resulting to the client and unanticipated complications which may arise. For this engagement, the Advisor's time will be billed at a rate of \$200 per hour, or fraction thereof, with a minimum fractional hour charge of 2/10ths of an hour. The Advisor shall be entitled to compensation for all time devoted to Client's interests including, but not limited to, research, telephone calls to and from the Client, office conferences and preparation for meetings.

Although Advisor may from time to time, for the client's convenience, furnish estimates of anticipated fees, these estimates are by their nature inexact and are subject to unforeseen circumstances.

Services are billed monthly or upon completion of project work; payment is due upon receipt of the invoice.

CONFIDENTIALITY

All information and advice furnished shall be treated as confidential and not disclosed to third parties except as agreed herein or otherwise in writing or as required by law.

BASIS OF ADVICE

The Advisor obtains information from a wide variety of publicly available sources and has no sources of inside or private information. The recommendations developed by Advisor are based upon the professional judgment of the Advisor. The Advisor cannot and does not guarantee the results of its recommendations. Client is solely responsible for electing to follow or not follow any information or recommendation given by the Advisor.

IMPLEMENTATION

The Client is free to obtain legal, accounting, insurance and brokerage services from any professional source to supplement and to implement the recommendations of the Advisor. Client will retain absolute discretion over all investment and implementation decisions. Advisor shall cooperate with any attorney, accountant or broker chosen by the Client with regard to implementation of any recommendation.

LEGAL AND ACCOUNTING SERVICES

It is understood and agreed that Advisor is not qualified to and will not render any legal or accounting advice nor prepare any legal or accounting documents for the implementation of Client's financial and investment plan. Client agrees that his personal attorney and/or accountant shall be solely responsible for the rendering and/or preparation of the following: (i) all legal and

accounting advice; (ii) all legal and accounting opinions and determinations and (iii) all legal and accounting documents.

TERMINATION

A Client shall have the right at any time to terminate the Advisor's services upon written notice to the Advisor. Such termination shall not, however, relieve the Client of the obligation to pay for all services rendered on behalf of the Client prior to the date of such termination. The Advisor may terminate this Agreement upon written notice to the Client if, among other things, the Client fails to honor the terms of the Agreement, the Client fails to cooperate or follow Advisor's advice on material matters, or any fact or circumstance that would, in the Advisor's view, render the Advisor's continuing service unlawful or unethical. Upon termination, the Advisor will be entitled to be paid for all services rendered on behalf of the Client to the date of termination.

REQUIRED DISCLOSURES

Advisor is required to deliver written disclosures regarding background and business practices, consisting of Part 11 of Advisor's Registration Statement on Form ADV. Any Client who has not received a copy of Advisor's written disclosure statement at least forty-eight (48) hours prior to executing any confidential Client Agreement (Agreement) shall have five (5) business days subsequent to executing the Agreement to terminate Advisor's services and to receive a full refund of all Client monies already paid without penalty.

RELATED PARTIES

If this Agreement is between Advisor and related clients (i.e. husband and wife, life partners, etc), Advisor's services shall be based upon the instructions communicated to Advisor by either of the related clients. Advisor shall be permitted to rely upon instructions from either of the related clients. Advisor shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the related clients.

ARBITRATION

Any controversy arising out of or relating to any transaction or the construction, performance, or breach of this or any other agreement between the parties shall be settled by arbitration under the Commercial Arbitration Rules then in effect of the American Arbitration Association. Unless the arbitrator awards otherwise, each party shall be responsible for its own cost for delivery, if any, and its own attorney's fees. All other costs of arbitration shall be divided equally by the parties. The arbitrator(s) shall have the authority to adjudicate the dispute and award compensatory damages. The decision of the arbitrator(s) rendered in accordance with this agreement shall be final and binding upon the parties to the extent of, and pursuant to, New Hampshire law, and may be entered in any court of competent jurisdiction.

ASSIGNMENT

Neither party hereto may assign, convey or otherwise transfer any of its rights, obligations, or interest herein without prior express written consent of the other party.

MISCELLANEOUS

- a) This Agreement shall be applicable only to financial advice, contained in the financial analysis or investment recommendation or plan individually prepared for Client and shall not relate to any advice given by any person or persons not specifically designated by Advisor in writing to perform such services.
- b) The advice and recommendations given to the Client are intended strictly for Client's benefit, and no other persons shall be entitled to rely on such information.
- c) Advisor is not responsible for the actions, omissions or insolvency of any agent, broker or independent contractor that is recommended to perform any action for the Client's account,
- d) Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.
- e) This Agreement represents the complete agreement of the parties with regard to the subject matter and supersedes any prior understanding or agreements, oral or written.
- f) This Agreement may be amended or revised only by an instrument in writing signed by the Client and by a Manager or Advisor.
- g) No provision hereof or breach of any provision may be waived except by a written waiver, signed by the waiving party. No waiver of any right under or breach of this Agreement shall be construed to be a waiver of any other right or breach.
- h) Any provision of this Agreement which is prohibited or unenforceable under any law, rule or regulation shall be ineffective only to the extent of such prohibition or lack of enforceability and shall not invalidate the remaining provisions hereof.
- i) The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties of the Agreement, shall be governed by the laws of the State of Massachusetts.

CLIENT SIGNATURE(S)
Agreed and Accepted:

KJH FINANCIAL SERVICES

Client

Date

Kimberly J. Howard, CFP®, Owner

Date