



Investment Management Services Agreement

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Please review this Investment Management Services Agreement ("Agreement") carefully as it sets forth the understanding between Table Rock Financial Planning, LLC ("TRFP" or "Advisor") and you

_____ ("Client")

located at _____
regarding the investment management services TRFP will provide you. If you have any questions about the content of this Agreement we should discuss them before you sign this Agreement.

- Investment Management Services.** TRFP will provide consultations addressing financial asset allocation and the specific selection of investments, including, but not limited to money market accounts, CDs, mutual funds, exchange traded funds, unit investment trusts, municipal and government securities selection, individual corporate equity and debt securities and annuities.
- Account Establishment.** TRFP will, after consultation with Client, recommend establishing and/or maintaining in the Client's name, accounts to deposit funds or securities, which shall be referred to as "Managed Assets". TRFP will not be the custodian of the Managed Assets. Client may, at any time, increase or decrease Managed Assets. Managed Assets will always be held solely in the Client's name, and require Client's authorization for withdrawal.
- Investment Policy Statement.** TRFP, in consultation with the Client, will create an Investment Policy Statement that will outline the objectives and guidelines regarding the investment of the Managed Assets.
- Investment Authority.** TRFP shall have authority to make and implement investment decisions regarding Managed Assets, including securities to be bought and sold and in what amounts. TRFP shall not withdraw funds or securities from Client's account except as set forth in Sections 5 and 12. Client shall execute any additional authorizations as may be requested by the custodian of the Managed Assets.
- Investment Management Fees.** Client shall pay TRFP for its services a quarterly fee, comprised of a fixed component plus a variable component. The variable fee component is based on the market value the Managed Assets at the end of each calendar quarter. Fees are payable in arrears, and will be prorated for partial quarters. If allowed by the custodian, fees may be deducted directly from Client's account(s) and you hereby authorize TRFP to withdraw its quarterly service fee from your account(s). The current investment management fee schedule is as follows:

	Per Quarter	Annualized
Fixed fee component	\$xxx <i>(\$200-\$500 range)</i>	\$x,xxx <i>(\$800-\$2,000 range)</i>
Variable fee component		
First \$1,000,000	.10% x Managed Assets	0.40% x Managed Assets
Above \$1,000,001	.075% x Managed Assets	0.30% x Managed Assets

- Changes to Investment Management Fees.** Advisor will not change the management fees set forth above without first giving Client at least sixty (60) days prior written notice of the fee modification. After the sixty (60) day notice, the new fee rate will take effect unless a later date is indicated in the notice.
- Transaction Expenses.** Client is responsible for all trading and transaction expenses within their accounts. TRFP will undertake reasonable efforts to minimize these Client expenses.
- Commissions.** Client understands that TRFP will not receive any commissions on trades and transactions within their accounts.

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Investment Management Services Agreement (continued)

9. **Client Representations.** Client represents to TRFP the following and understands and agrees that TRFP is relying on Client's representations as an inducement to enter into this Agreement:
- Client will provide TRFP with the necessary information to provide the agreed upon services.
 - Client is responsible for all financial decisions and Client is under no obligation to follow, either wholly or in part, any recommendation or suggestion provided by TRFP.
 - TRFP 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 TRFP are based on the professional judgment of TRFP and the information you provide to TRFP.
 - All investments involve risks and some investment decisions will result in losses. TRFP cannot guarantee that your investment objectives will be achieved.
 - If this Agreement is established by Client in a fiduciary capacity, Client hereby certifies that s/he is legally empowered to enter into or perform this Agreement in such capacity.
 - TRFP performs services for other clients and may make recommendations to those clients that differ from the recommendations made to you. You agree that TRFP does not have any obligation to recommend for purchase or sale any security or other asset it may recommend to any other client.
 - Client is a citizen of the United States and that Client is not subject to "backup withholding" under section 340(a)(1)(c) of the Internal Revenue Code or any successor provision.
10. **Confidentiality of Information.** TRFP will regard any information provided by you as confidential and all recommendations and/or advice provided by TRFP shall be confidential, with disclosure only upon such terms and to such parties as designated by the parties or as required by law.
11. **Termination.** Either party may terminate this Agreement at any time with written notice to the other. If this Agreement is terminated, all fees due at time of termination will be immediately due and payable and may be withdrawn from your accounts. TRFP will refund any unearned, prepaid fees within thirty days of written request from the Client. Should the Client wish to terminate this Agreement within 5 business days after signing, no penalty will be assessed and all fees will be refunded promptly.
12. **Multiple Clients.** In the event Client is more than one individual, TRFP is authorized to accept the direction of any party and such direction will be binding on all parties.
13. **Assignment.** TRFP will not assign the Agreement to any other party without your written consent.
14. **Registration.** Advisor is registered as an investment advisor with the State of Idaho under the Investment Act of 1940. Advisor may register or meet exemptions to registration in other states where it conducts business.
15. **Governing Law.** This Agreement shall be governed by the laws of the State of Idaho.

Client hereby acknowledges receipt of Table Rock Financial Planning, LLC's Form ADV Part 2 and Privacy Statement.

Accepted this _____ of _____, _____ Client _____
(day) (month) (year) Client _____

Signature on behalf of Table Rock Financial Planning, LLC