



**INVESTMENT ADVISER AGREEMENT
FOR FINANCIAL PLANNING OR CONSULTING SERVICES**

Internal Branch Code: _____ Internal Representative Code: _____

Effective Date: _____ Date Sent to Client: _____

By signing this Investment Adviser Agreement for Financial Planning or Consulting Services (“the Agreement” or “this Agreement”) in the space provided below, I/We, _____ (“Client”), confirm that this Agreement is between Colorado Financial Service Corporation (“CFSC”), Investment Adviser Representative(s) named below (“IAR”), and Client to provide the services described below.

1. SERVICES PROVIDED

CFSC through IAR agrees to provide Client with the one or more of the following Financial Planning or Consulting Services (“the Service(s)"). Areas of the Service(s) to be performed by IAR are:

- Review of Current Portfolio
- Retirement Planning Review and Analysis
- Insurance Needs Analysis
- Other: _____
- Financial Needs Analysis
- Education Planning Review and Analysis
- Estate Planning

IAR will gather financial information and history from Client including, but not limited to, Client’s current financial status, future goals and attitudes towards risk, investment objectives, investment horizon, financial needs, cost of living needs, education needs, savings tendencies, and other applicable financial information required by IAR in order to provide the Service(s) selected above. Based upon Client’s needs, IAR will prepare a written financial plan or summary or recommendations.

The Service(s) is based on Client’s financial situation at the time and are based on financial information disclosed by Client to IAR. Client is advised that certain assumptions may be made with respect to interest and inflation rates and use of past trends and performance of the market and economy. However, past performance is in no way an indication of future performance. Neither CFSC nor IAR offers any guarantees or promises that Client’s financial goals and objectives will be met.

Unless “Ongoing Review” below is selected, the Service(s) will be conducted and provided as a one time requisition. Should Client’s financial situation or investment goals or objectives change either prior to completion of one time request or at any time if Ongoing Review is selected, Client must notify IAR promptly of the changes.

_____/_____ Ongoing Review: The Client agrees that CFSC through IAR provides periodic review of the Service(s) as often as selected below. Client understands and agrees that such Ongoing Review include neither any asset management services nor any recommendations of specific securities or investments.

- Quarterly Review
- Annual Review
- Other: _____

2. SCOPE OF ENGAGEMENT

Client agrees to provide IAR all pertinent data and information with respect to Client's financial and investment situation so that IAR may review and analyze Client's situation in order to provide the Service(s).

Client agrees to provide information and/or documentation requested by IAR in furtherance of this Agreement as it pertains to the Client's investment objectives, needs and goals, and to keep the IAR informed of any changes regarding the same.

Client also acknowledges that:

- IAR cannot adequately provide the Service(s) unless the Client diligently performs his or her responsibilities under this Agreement;
- IAR shall not be required to verify any information obtained from Client, Client's attorney, accountant or other professionals, and is expressly authorized to rely thereon;
- Client is free at all times to accept or reject any recommendation from IAR, and Client acknowledges that the Client has the sole authority with regard to the implementation, acceptance, or rejection of any recommendation or advice from IAR;
- Client maintains sole responsibility to notify the IAR if there is a change in the Client's financial situation or investment objectives for the purpose of reviewing, evaluating, and/or revising the IAR's previous recommendations and/or services;
- Client is free to obtain legal, accounting, and/or brokerage services from any professional source to implement the recommendations of IAR. Client will retain absolute discretion over all implementation decisions;
- IAR's advisory services pursuant to this Agreement do not include investment supervisory or account management services, nor the continuous review or monitoring of Client's investment accounts; and
- In the event Client desires that either CFSC and/or IAR provides investment supervisory or account management services, such engagement shall be set forth in a separate Advisory Agreement between, CFSC, IAR and the Client, for which services CFSC and IAR shall be paid a separate and additional fee.

Neither CFSC nor its IARs offer any tax services or legal services. Therefore, Client should discuss such matters with the Client's independent tax or legal professional. Therefore, in respect to certain services selected in Section 1 of this Agreement, IAR's role shall be that of a facilitator between the Client and the Client's corresponding professional adviser(s).

Furthermore, Client is responsible for making specific investments and investment decisions based on the financial planning report. In the event Client elects to proceed with implementing the plan with CFSC or IAR, CFSC and/or IAR will receive additional compensation in the form of either asset management fees or transaction based commissions. The nature of the compensation will depend on how Client elects to proceed with implementing the plan.

3. REPORTING OR REPORTS

Client may be provided a financial planning report for the Service(s) pursuant to section 1 of this Agreement. If Ongoing Review is selected, Client may also receive a report per each review conducted by IAR.

Client understands and agrees that upon receipt of the report, it will be deemed that the Service(s) selected in section 1 of this Agreement has been provided, therefore, this Agreement will be terminated, if no Ongoing Review is selected.

4. PROXIES

CFSC and IAR are expressly precluded from taking any action or rendering any advice to Client with respect to the voting of proxies with respect to any securities. In addition, neither CFSC nor IAR has any obligation to render advice or take any action with respect to securities, or other investments or the issuers which become subject to any legal proceeding including bankruptcies.

5. FINANCIAL PLANNING FEE

In exchange for the Service(s) provided by CFSC through IAR, Client agrees to pay the fees ("Financial Planning Fee") as described below.

Client Initial: _____/_____ **One Time* Financial Planning Fee**
Hourly Fee: \$ _____ Estimated Number of Hours** : _____
Estimated Total Hourly Fee: \$ _____ OR Flat Fee: \$ _____

Client Initial: _____/_____ **Financial Planning Fee for Ongoing Review**
Hourly Fee: \$ _____ and Estimated Number of Hours** per Review: _____
Estimated Total Hourly Fee per Review: \$ _____ OR Flat Fee per Review: \$ _____

* Either one time or initial requisition of Financial Planning or Consulting services.
** Subject to change based on the number of hours involved in completing the services.

Under this Agreement, neither CFSC nor IAR will receive sales commissions and/or transaction based compensations.

6. OTHER ADVISER ACTIVITIES

The Client acknowledges that CFSC through IAR renders investment advice to other individuals or entities ("Affiliated Accounts"). CFSC may perform such services for the Affiliated Accounts, which may differ from the services provided to the Client as to the advice given, or the timing or nature of action taken.

7. CLIENT AUTHORITY

If this Agreement is entered into by a trustee, other fiduciary or person in a representative capacity, including, but not limited to, someone meeting the definition of "fiduciary" under the Employee Retirement Income Security Act of 1974 (ERISA) of an employee benefit plan subject to ERISA, by signing this Agreement such trustee, fiduciary represents and warrants that the Client's participation in the Account(s) is permitted by the relevant governing instruments, and that the Client is duly authorized to enter into this Agreement. The Client agrees to furnish CFSC and IAR with such documents as they shall reasonably request with respect to the foregoing. Client further agrees to advise CFSC and IAR of any event which might affect this authority or the validity of the Agreement. Client additionally represents and warrants (i) that the governing instruments provide that an "investment adviser" as defined under ERISA may be appointed, and (ii) that the person executing and delivering this Agreement on behalf of the Client is a "named fiduciary" (as defined under ERISA) who has the power under the plan to appoint an investment manager. If the Client is a corporation, the party executing this Agreement on behalf of the Client represents that execution of this Agreement has been duly authorized by appropriate corporate action.

8. CONFLICT OF INTEREST

The Client understands and acknowledges that certain officers, employees, representatives, or agents of CFSC and/or IAR may maintain various business relationships which may result in these persons or organizations receiving compensation other than the Financial Planning Fee or fees outlined in this Agreement. The receipt of such compensation may be considered to represent a conflict of interest.

9. LEGAL AND ACCOUNTING ADVICE

It is expressly agreed and understood between the parties that:

- Neither CFSC nor IAR is qualified to render legal or accounting advice or to prepare any legal documents for the implementation of any recommendations provided by CFSC through IAR;
- The Client's personal attorney shall be responsible for the rendering and/or preparation of all of the following: (i) legal advice, (ii) legal opinions, (iii) legal determinations, and (iv) legal documents;
- The Client's personal tax adviser and/or accountant shall be responsible for any tax or accounting work performed in the implementation of Client's plan and investment advice.

10. EFFECTIVE DATE AND ASSIGNMENT

This Agreement (including all Schedules attached hereto) shall be effective on the date of CFSC's acknowledgment of receipt of an executed copy of this Agreement. This Agreement shall continue in effect until terminated pursuant to Section 11 of this Agreement.

This Agreement will not be assigned without Client's prior written consent.

11. TERMINATION

This Agreement may be terminated by Client, without penalty, upon written notice within five (5) business days after entering into this Agreement. Thereafter, the Agreement may be terminated upon receipt of written notice, by either Client, CFSC or IAR, provided such termination does not relieve Client's obligation to pay any unpaid portion of the Financial Planning Fee. Client is responsible for time expended to termination date.

Upon receipt of the report pursuant to section 3 of the Agreement, this Agreement shall be terminated and it will be deemed that the Service(s) under this Agreement has been completed. Once the Agreement is terminated, neither CFSC nor IAR will have any obligation to recommend or take any actions with regard to the advice provided under this Agreement.

12. SEVERABILITY

If any provision of this Agreement shall be held or made non-enforceable by a statute, rule, regulation, decision of a tribunal or otherwise, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable to the maximum extent permitted by law or equity while most nearly preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement and, to that extent, the provision of this Agreement shall be deemed to be severable.

13. CONFIDENTIALITY

It is agreed and understood between the parties that all information provide by the Client and all recommendations and/or advice provided by CFSC through IAR shall be confidential, with disclosure only upon such terms and to such parties as designated by the parties or as required by law.

14. AMENDMENT

Except as otherwise provided in this Agreement, this Agreement may be amended only by I writing, signed by both parties.

15. NOTICES

All notices required by this Agreement shall be in writing. Notices to CFSC or IAR may be personally delivered to an officer or employee of CFSC or IAR, or mailed by registered or certified mail, postage prepaid, to:

Colorado Financial Service Corporation
304 Inverness Way South, Suite 355
Centennial, Colorado 80112

Notices to Client may be mailed by registered or certified mail, postage prepaid to:

Notices shall be effective on the date of delivery if delivered personally or on the date of posting if mailed.

16. APPLICABLE LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

17. CLIENT ACKNOWLEDGEMENT AND CERTIFICATION

With signature below, Client acknowledges:

- Receipt of CFSC’s current Form ADV Part 2A (also know as Firm Disclosure Brochure);
- Receipt of the IAR’s current Form ADV Part 2B (also known as ADV Supplement);
- Receipt of the privacy and business continuity policies; and
- Receipt of a copy of this Agreement.

_____	_____	_____
Client Name (please print)	Client Signature	Date

_____	_____	_____
Client Name (please print)	Client Signature	Date

_____	_____	_____
IAR’s Name (please print)	IAR’s Signature	Date

_____	_____	_____
OSJ Supervisor’s Name (please print)	OSJ Supervisor’s Signature	Date