



Financial Planning Agreement

_____ (“**Client**”) and Cogent Independent Advisors, Inc., a Colorado Registered Investment Advisor (“**Advisor**”), agree to enter into this financial planning agreement (the “**Agreement**”), which becomes effective on the date Client signs the Agreement. This is a limited scope agreement. Advisor has no on-going responsibility to monitor or amend recommendations unless client becomes an advisory client of Advisor. Client hires Advisor to provide financial planning advice (“**Advice**”) on _____ (“**Effective Date**”).

By signing below, Client acknowledges receipt of the Advisor’s Privacy Policy (the “**Privacy Policy**”), Part 2A and Part 3 (Customer Relationship Summary, if applicable) of Advisor’s Form ADV (the “**Brochure**”).

In order to provide financial planning recommendations to Client, Advisor collects information from Client, including specific information about Client’s financial profile and investment goals and risk tolerance (the “**Client Information**”). Advisor maintains Client Information in strict confidence subject to its Privacy Policy. **Advisor relies on the accuracy of the Client Information received from Client to provide financial planning advice.**

Custody. This is a limited scope agreement. Client is a client of Adviser for the limited Advice purposes outlined above. Adviser will not take custody of client’s assets or execute trades with Client’s broker or custodian.

Standard of Care. We will use our good faith judgment and efforts in providing services to you pursuant to this Agreement. Certain inherent risks and potential losses are always present when investing. If losses do occur, we, our affiliates and our respective employees and agents will not be liable for:

- losses or expense arising out of, or attributable to:
 - your direction in connection with your Account,
 - your omission or misstatement of information, including Client Information, furnished to us, and
 - any written materials not prepared by us.
- any act or failure to act by us, our affiliates and our respective employees and agents that does not constitute negligence, misconduct or violation of law. These limitations do not constitute a waiver or limitation of any rights accorded to you under state or federal laws for advisory services rendered under this Agreement.

Method of Communication. Any notices hereunder to the respective parties shall be deemed delivered if given in writing, mailed Registered or Certified Mail – Return Receipt Requested, with postage prepaid, addressed to the respective party at its current address (see below) or at such other address as the parties may from time to time designate by written notice given in accordance with this paragraph.

If to the Client: _____

If to the Advisor: Cogent Independent Advisors, Inc.
19501 East Mainstreet Avenue, Suite 200
Parker, CO 80138

Financial Planning Fees. Client agrees to pay a flat fee/hourly rate of \$ _____ for Adviser's financial planning service for the agreed upon Advice.

For flat fee arrangements, Client agrees to pay a \$450.00 deposit due on the Effective Date of the Agreement. All remaining fees will be due immediately upon the completion of the agreed upon Advice. If Client fails to engage or respond to Advisor while Advisor is attempting to deliver Advice in good faith, Advisor will consider the agreed upon Advice to be complete.

If Client decides to become an advisory client or desires to hire Advisor for another financial planning issue, a separate contract will be required, and fees will be updated to reflect Advisor's current rates. Financial Planning rates may vary from other clients based on the difficulty of the issue presented, the amount of time required for the financial plan, scope of the work to be performed, etc.

Assignment. Advisor shall not assign its rights or obligations under this Advisory Agreement or without Client consent.

Applicable Law. This Agreement and any action related thereto will be governed by the laws of the State of Colorado.

Dispute Resolution. Any dispute arising out of or relating to this Agreement, or any breach thereof, shall be settled by a court of competent jurisdiction in the state of Colorado. The cost of an action brought in court shall be borne among the parties as determined by the court.

Non-exclusive Agreement. Client acknowledges that Adviser provides similar services to other clients. In providing services to other clients, Advisor may give advice or take action that differs from the action taken or advice given to Client. Client acknowledges that Advisor, its employees, representatives, and agents may have or take the same or similar positions in specific investments for its or their own accounts, or for the accounts of other clients, as it recommends for Client."

Termination of Client Relationship. The Agreement may be canceled at any time, by either party, for any reason, upon notice in accordance with the terms of the Agreement. Upon termination of the Agreement, any unpaid fees earned by Advisor will be due and payable.

Death or Disability. Client’s death, incapacity, disability, or incompetence will not terminate or change the terms of this Agreement. Adviser will complete requested Advice and will supply to Client’s estate.

Limits of Liability. Adviser does not guarantee the future performance of your Assets, any specific level of performance, the success of any investment recommendation or strategy or the success of our overall management of the Assets. Our investment recommendations are subject to various market, economic, political and business risks. Investment decisions will not always be profitable. Adviser is not liable for losses incurred as a result of force majeure events that prevent Advisor from completing its duties. Force majeure events may be an act of God, terrorist act, global health pandemic, failure of utilities or other similar circumstance not within the reasonable control of Advisor that may have an unknown and potentially catastrophic effect on the global markets.

Except as otherwise provided by law, neither we nor any (a) of our officers, partners or directors (or persons performing similar functions;) or (b) of our employees and representatives will be liable for (a) any loss arising from any loss Client may have suffered by following or failing to follow Advice made by Advisor in good faith by us with the degree of care, skill prudence; and diligence that a person acting in a fiduciary capacity would use under the circumstances. Nothing in this Agreement will waive or limit any rights that you may have under federal and state securities laws.

Services and Terms Subject to Change. The terms of this agreement may only be changed upon written acknowledgement and consent of both parties.

Severability. If any provision of this Agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Client Signature _____ Date _____

Client Signature _____ Date _____

Kristopher Schnell, President _____ Date _____
Cogent Independent Advisors, Inc.