



3778 Plantation River Drive	Phone	208-853-6980
Suite 102	Toll free	888-304-6980
Boise Idaho 83703	Fax	208-853-6982

FINANCIAL PLANNING AGREEMENT

This Financial Planning Agreement is between the Investment Advisory Firm, Berkeley, Inc., and

Berkeley, Inc. is registered with the Securities and Exchange Commission (SEC) under the Investment Advisors Act of 1940.

The Agreement outlines the responsibilities of the parties concerning the financial planning services to be provided by Berkeley, Inc.

- (1) You shall pay Berkeley, Inc. for its services a fee based upon the complexity of your situation, in accordance with Berkeley Inc.'s current fee schedule. The financial planning fees are due in full upon completion of the analysis.
- 2 When the plan is completed and reviewed with you, you are under no obligation to take action recommended in the plan.
- (3) You understand that the past performance of investments recommended by Berkeley, Inc. should not be construed as an indication of future results, which may prove to be better or worse than the past. **Your investment may go up or down in value, depending on market conditions.** We make no promises, representations or warranties that any of our services will result in a profit to you. We may rely on information furnished to us, which is believed to be reasonably accurate and reliable.
- (4) This agreement may be modified only in writing. This agreement is terminable by you within five business days, without penalty, from the date of acceptance. Any fees paid in advance are refundable on a prorated basis. This Agreement may be terminated upon written notice by either party. This Agreement is not assignable by Berkeley, Inc. without your the advance written consent.
- (5) If you are establishing this Agreement in a fiduciary capacity, you hereby certify that you are legally empowered to enter into or perform this Agreement in such capacity. If this agreement is established by a corporation, the undersigned certifies that the Agreement has been duly authorized, executed and delivered on behalf of such corporation and that attached to this Agreement is a validly certified copy of a resolution of the Board of Directors of the corporation to act on behalf in connection with this Agreement.
- (6) The laws of Idaho shall govern this Agreement. This Agreement contains all the understanding of

the parties as to this engagement.

- (7) You certify that the Social Security Number (Tax Identification Number) set forth below is correct and that you are not subject to “backup withholding” under section 340(a)(1)(c) of the internal Revenue Code or any successor provision. You are a citizen of the United States.

Your legal address is: _____

Your Social Security number is: _____

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration, in accordance with the commercial arbitration rules of the American arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Financial Planning Fee _____

By signing this agreement, you acknowledge that you have received Berkeley, Inc.’s latest filing of Part II of Form ADV Registration Application.

Client signature: _____ Date: _____

Client signature: _____ Date: _____

Accepted by: _____ Date: _____

Berkeley, Inc.
Registered Investment Advisor
