

## Brightworks Financial Planning Estate Planning Client Agreement

1. Services. \_\_\_\_\_ (hereinafter referred to as "CLIENT") confirms that they either have an estate plan that no longer reflects their desires, or they have no estate plan at all and are electing to work with Brightworks Financial Planning, (hereinafter referred to as "ADVISOR") for providing estate planning services. ADVISOR will work with CLIENT to help gather client information and decisions in EncorEstate Plans (hereinafter referred to as "ENCORE") software and help them navigate through the software. ADVISOR provides CLIENT with access to ENCORE to allow CLIENT to prepare their own documents through the ENCORE software.
2. Responsibilities of the Client. The CLIENT agrees to provide the information needed to allow planning services to be completed. CLIENT acknowledges that the planning process cannot be finalized, or will lack utility, if CLIENT fails to provide required documents and/or fails to provide candid input.
3. No Legal Advice. CLIENT understands that ADVISOR is not a licensed attorney and will be giving no legal advice, creating no legal documents, and is not acting in the capacity of an attorney as part of the engagement. CLIENT understands that ENCORE enables CLIENT to create their own legal documents through ENCORE'S interactive software. CLIENT also understands that ENCORE is not their attorney. CLIENT may seek their own legal representation to confirm any outcomes, seek specific advice, or have questions on the consequences that arise as a result of documents created by ENCORE.
4. Fees and Expenses. Fees and Expenses shall be pursuant to Exhibit A. No other fees can be charged without CLIENT'S authorization. All fees shall be payable according to ADVISOR'S instructions. Fees will vary depending on the scope and complexity of the engagement. Solely at the ADVISOR'S discretion, fees may be negotiable.
5. Confidentiality. Except as required by applicable law, rule or regulation, both parties agree to treat information, documents and advice provided in connection with this Estate Planning process as confidential.
6. Tax Consequences. The implementation of certain elements of an estate plan may create taxable events. It is recommended that the CLIENT consult with his or her tax advisor for advice on the tax ramifications of any transactions.
7. Termination. CLIENT or ENCORE may terminate this Agreement, and thereby the Estate Planning process, at any time with written notice to the other party. If terminated by either party, CLIENT will receive a prorated refund of any unearned fees. If termination of the agreement is within five (5) business days from the date set forth in this agreement, all fees paid in advance will be refunded to CLIENT in full.

Exhibit A:

**GENERAL DESCRIPTION OF MATTER**

The general nature of the matters for which ADVISOR will be compensated pursuant to the Agreement are the following: (1) General estate tax education and guidance; (2) General trust guidance – types and features; (3) General explanation of estate planning structures/documents; (4) General explanation of estate planning and gifting strategies; (5) General explanation of taxation issues of trusts and estates; (6) General explanation of types and treatment of trust income; (7) General guidance on sources of estate liquidity; (8) General guidance on ownership titles and titling of assets; (9) General guidance on the impact of account and trust beneficiary designations (10) Assistance with gathering information to input into the ENCORE software.

The general nature of the matters for which ENCORE will be compensated pursuant to the Agreement is the following: (1) Preparation of estate planning documents; (2) Preparation and recordation of real estate deeds into trust; and (3) Review of information transmitted by CLIENT to make certain estate planning goals are adequately met.

**FEES**

**OPTION 1 (Flat Fee):**

ADVISOR and CLIENT agree to a flat fee of \$\_\_\_\_\_. CLIENT understands that a portion of this fee is being paid to ENCORE by ADVISOR for ENCORE’S services, as detailed above. ADVISOR is also being compensated for their services as detailed above. Fees are due as of the signing of this contract and may include an additional processing fee of 3% for credit card purchases or 2% for ACH transactions.

**OPTION 2 (fee discounted)**

ADVISOR agrees to provide their services detailed above at a discounted cost to CLIENT. CLIENT understands that they will be paying \$\_\_\_\_\_ (Plan + Deed Cost) directly to ENCORE for their services as detailed above. CLIENT understands that this total fee is discounted due to Brightworks Financial Planning subsidizing and/or absorbing a portion of the cost that is charged by ENCORE for their services and/or reducing their fee for services rendered.

\*If client wishes to receive a binder and mobile notary services, this is not included in standard option 1 or 2 fee schedules above and client agrees to pay a one-time fee to Brightworks as an administrative charge that is in addition to that noted above.

I elect to have a binder sent and shipped for a one-time cost paid to ADVISOR of \$175

I elect to have a binder sent and shipped along with mobile notary services for a one-time cost paid to ADVISOR of \$375 for will based plan or \$475 for a trust-based plan.

I acknowledge that I am responsible for aggregating and/or binding all documents and seeking notary services for my documents that are created as a result of engaging in estate planning through utilizing the ENCORE software.

\_\_\_\_\_ printed name client 1

\_\_\_\_\_ printed name client 2

Total estate planning agreement fee itemized: \_\_\_\_\_

SIGNATURES

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CLIENT 1 (PRINT)

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CLIENT 1 (Signature)

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CLIENT 2 (PRINT)

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CLIENT 2 (Signature if required)

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CLIENT E-MAIL ADDRESS

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ADVISOR (PRINT)

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ADVISOR (Signature)

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DATE