

Brazos Financial Advisors, LLC

Client Service Agreement

Please review this Agreement carefully as it sets forth the understanding between you ("Client") _____ located at _____ and Brazos Financial Advisors, LLC ("BFA") located at 4265 San Felipe St., Suite 1100, Houston TX 77027 regarding the services BFA will provide to you. If you have any questions about the content of this Agreement we should discuss them before you sign this Agreement.

1. **Initial Services.** BFA will provide consultations addressing the specific issue or issues you request as indicated below, and will provide you with detailed analysis and written recommendations addressing these issues. BFA will limit its analysis to the specific areas indicated below. You understand that information regarding specific issues not revealed to or analyzed by BFA may have a direct impact on the suitability or accuracy of specific recommendations given.

2. **Specific Services Requested.**

- ___ Cash Flow Analysis
- ___ Investment Analysis and Recommendation
- ___ Retirement Capital Needs Analysis
- ___ Education Funding
- ___ Estate Planning Counsel
- ___ Life Insurance Review
- ___ Other services _____
- ___ Other services _____
- ___ Other services _____

3. **Estimated Fee Range** for Services: _____, or fixed fee _____.
4. This **fee quote** is valid for 90 days from this date of _____.
5. **Future Services.** In addition to the specific services requested pursuant to this Agreement, BFA may provide you with financial advisory services in the future upon specific request from you. The scope of such services will be determined at the time such services are requested. Such additional services will be subject to the provisions of this Agreement, including the provisions relating to payment of fees and the limitations on BFA's duties and liabilities.
6. **Fees.** BFA's fees for advisory services, including future services, will be based primarily on the amount of time expended on your behalf and on the billing rate for each consultant devoting time to this matter. Billing may be on either a flat-fee or an hourly basis. For work performed on an hourly basis, the current billing rate for Lead Planners is \$180 per hour. Rates are subject to change upon written notice to you.
7. **Payment of Fees.** You agree to submit the lesser of \$500 or one-half of the *Total Analysis* fee stated in paragraph 3, above, upon signing of this Agreement. You agree to pay the balance of actual fees for initial services provided, which will be due and payable to BFA immediately upon presentation of recommendations to you. You are not, however, obligated to pay the remaining balance if the plan does not meet your expectations. For any future services which you may request, BFA will invoice you for the amount of fees associated with services performed, and payment of such invoices shall be made within twenty (20) days of receipt.

BFA - Client Service Agreement, Continued

8. **Client Representations.** You represent to BFA the following and understand and agree that BFA is relying on these representations as an inducement to enter into this Agreement:
- You agree that you will provide BFA with the necessary information to provide the agreed upon services.
 - You understand that the responsibility for financial decisions is yours and that you are under no obligation to follow, either wholly or in part, any recommendation or suggestion provided by BFA.
 - You understand that BFA 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 BFA are based on the professional judgment of BFA and the information you provide to BFA.
 - You understand and agree that due to the limited nature of this engagement, BFA is under no obligation to contact you to recommend changes to your financial plan or any of the recommendations and advice provided under this Agreement in the future.
 - You understand that all investments involve risks, that some investment decisions will result in losses, and that BFA cannot guarantee that your investment objectives will be achieved.
 - You understand and agree that BFA will not be liable for any loss incurred as a result of the services provided to you by BFA. Nothing in this Agreement shall in any way limit or waive any rights you may have under federal or state securities laws.
 - You understand and agree that BFA performs services for other clients and may make recommendations to those clients that differ from the recommendations made to you. You agree that BFA does not have any obligation to recommend for purchase or sale any security or other asset it may recommend to any other client.
 - You understand that Adviser does not provide legal or accounting advice and does not prepare any legal documents for the implementation of any recommendations provided in the financial plan.
9. **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 due and payable by you immediately. Adviser 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.
10. **Implementation of Investments.** BFA will not implement any investment recommendations although Adviser may help Client complete the necessary paperwork to open accounts; draft letters for Client signature; or letters of instruction for Client follow-through to implement buys, sells or exchanges of investments. BFA will not have power of attorney for any Client account.
11. **Multiple Clients.** In the event Client is more than one individual, BFA is authorized to accept the direction of either party and such direction will be binding on all parties.
12. **Commissions.** Client understands BFA will not receive commissions on any transactions that may result from the implementation of Client's financial plan.
13. **Registration.** Adviser is registered as an investment adviser with the State of Texas. In addition, Adviser may register or meet exemptions to registration in other states where it conducts business. Any reference to the Investment Advisers Act of 1940 is not meant to imply registration with the Securities and Exchange Commission.
14. **Other Services.** Client acknowledges that BFA does not and will not practice law or accounting in providing advice to the Client to or in preparing the plan. Client understands that none of the fees paid under this contract relate to accounting or legal services and that it is the responsibility of the Client to obtain accounting or legal advice if necessary.

BFA - Client Service Agreement, Continued

15. **Assignment.** BFA will not assign the Agreement to any other party without your written consent.
16. **Disputes.** This agreement contains a provision, which requires that all claims arising between the parties in respect to this Agreement shall be resolved through arbitration. Client is aware that:
- Arbitration is final and binding on the parties.
 - Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings.
 - The Arbitration Award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of a ruling by the arbitrators is strictly limited.
 - The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
 - Arbitration is not intended to waive any right of action the Client may have against the Adviser nor is it intended to waive any legal rights the Client may have against the Adviser.
 - Unless unenforceable due to applicable federal or state law, any controversy arising out of or related to any transaction with Adviser or its officers, directors, agents, or employees, or to this agreement or the breach thereof, shall be settled by arbitration in accordance with the rules then in effect of the American Arbitration Association. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. This agreement to arbitrate does not apply to future disputes arising under certain of the federal securities laws including the Investment Advisers Act of 1940, as amended, to the extent that it has been determined, as a matter of law, that claims under such federal laws are not subject to compulsory arbitration. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein. Any arbitration between the parties hereto shall be governed by the laws of the state of Texas.
17. **Governing Law.** This Agreement shall be governed by the laws of the State of Texas.
18. **Confidentiality of Information.** *Client acknowledges receipt of BFA's Privacy Policy.* BFA will regard any information provided by you as confidential and all recommendations and/or advice provided by Adviser shall be confidential, with disclosure only upon such terms and to such parties as designated by the parties or as required by law.
19. **Disclosure Statement.** *Client acknowledges receipt of Part II of Form ADV;* a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Schedule H of Form ADV, if the Client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosure statement was not delivered to the Client at least 48 hours prior to the Client entering into any written or oral advisory contract with this investment adviser, then the Client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

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

Client: _____

Client: _____

Brazos Financial Advisors, LLC

Jeff W. Eschman, President