

## FERRI INVESTMENT SOLUTIONS

**Rick Ferri, LLC**  
**316 Hanging Star Lane**  
**Georgetown, TX 78633-5434**

Date \_\_\_\_\_

Name(s) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Thank you for the opportunity to work with you as your investment adviser. This engagement letter outlines the scope, terms, and legal matters of the engagement between FERRI INVESTMENT SOLUTIONS and \_\_\_\_\_.

### SCOPE OF THE ENGAGEMENT

This engagement will include the services required to answer your investment questions and develop an investment plan. These services may include, but are not limited to:

- Prioritize your goals and objectives for investing;
- Discuss issues and events that may affect your goals and objectives;
- Review your current holdings and investment strategy;
- Recommend changes to your investment strategy as needed;
- Discuss ways to implement and manage the change.

If the scope this engagement materially changes, it should be documented in writing and mutually agreed upon by all parties.

### FEES FOR SERVICE

The Portfolio 2nd Opinion™ introductory offer is available for new Clients for a \$925 one-time fee. This all-inclusive fee covers a document review, personal consultation up to two hours, and a written summary with recommendations. The fee converts to the hourly rate if the fee under the hourly rate is less. A completed Personal Profile is required.

The hourly fee for advisory services is \$450 per hour (\$45 per 6-minute interval). You are only invoiced for the time utilized.

You will be invoiced electronically by email at the end of an engagement. Methods of payment include credit card, check, and bank draft from your checking account. There is no extra charge to pay by credit card or bank draft. Checks should be made payable to Rick Ferri, LLC. Once an invoice is paid, no refund will be made.

Payment is due within 30 days of receiving an invoice. FERRI INVESTMENT SOLUTIONS has the right to charge interest of 1.5% per month for unpaid balances. Upon request, a Client who has engaged the Firm for more than 10 hours in a single month may opt to pay a fixed monthly fee in lieu of a net 30-day payment. This option extends payments over two or more months without changing the total amount due. No interest will be charged to extend payments.

The hourly fee for this contract is locked for 3-months after signing of this agreement. Clients will be notified three (3) months prior to any fee change. Rates may change at the discretion of FERRI INVESTMENT SOLUTIONS.

Either party may terminate this agreement for any reason by notifying the other party in writing. Notwithstanding, this contract will automatically expire 24 months following the last hour of service. Any fees incurred prior to date of termination will be become payable in full.

#### THE FINANCIAL PLANNING PROCESS

The document review and phone consultation allow us to understand your circumstances and goals. Following our call, our team analyzes your situation and develops recommendations. These recommendations are presented to you in the written summary. As The Portfolio 2nd Opinion™ is a one-time engagement, you are responsible for implementing the recommendations. You will also need to monitor any needed changes to your financial plan.

#### LEGAL INFORMATION

Please be assured that all information that you provide will be kept strictly confidential. During the engagement, I may, on occasion, be required to consult with other third-party professionals at which time I will obtain your written permission to disclose your personal information.

Upon signing this Contract, you acknowledge the receipt of my ADV Part 1 and Part 2A&B, which is required by law. The ADV Part 2 is known as the firm “brochure” and there is a lot of valuable information about me and my firm disclosed in it. Please contact me if you did not receive these documents or have any questions about them.

An important part of the ADV Part 2 is my acknowledgment of being a “fiduciary” in this relationship. This means I have a fundamental obligation to act in your best interests and provide advice that’s in your best interests. As your adviser, I owe you a duty of undivided loyalty and utmost good faith. I have no known conflicts of interest in the acceptance of this engagement, and I commit that I will advise you of any conflicts of interest if they should arise.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

This contract cannot be assigned to another adviser or firm without your written consent. The following disclosure is required by the Rules and Regulations of the Texas State Securities Board ("Board Rules") §116.12(a), *Advisory Contract Requirements*:

"Client acknowledges receipt of Part 2 of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Part 2A Appendix 1 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."

I look forward to working with you and helping you reach your financial goals.

Sincerely,

*Richard A. Ferri, CFA*  
CEO, Rick Ferri, LLC

CLIENT SIGNATURES

\_\_\_\_\_ Date \_\_\_\_\_  
Client

\_\_\_\_\_ Date \_\_\_\_\_  
Client