

**Welcome!** On behalf of our entire team, I'd like to personally welcome you to the Define Financial family. Thank you for entrusting us to help you **lower taxes, invest smarter, and create a successful retirement plan.**

We're looking forward to working with you in the months and years ahead. As your new financial partner, our goal is to do the heavy lifting so you can spend time on what matters most to you.

The first step in beginning our work together is your completion and review of details in this packet.

## **Here is what you will find enclosed (and what it really means!):**

1. **Client Engagement Standards** [To ensure a successful working relationship.]
2. **Investment Advisory Agreement** [Officially hiring us + our easy-to-understand transparent fees.]
3. **Terms and Conditions** [How we work with you, our Fiduciary commitment, and our use of a third-party custodian (for your protection). We're an open book!]

To a successful retirement,



Taylor Schulte, Founder  
[taylor@definefinancial.com](mailto:taylor@definefinancial.com)  
(858) 345-1197

# CLIENT ONBOARDING PROCESS

## PHASE

### 01 Onboarding

- 01 Sign DF Agreements
- 02 Onboarding Meeting + Investment Policy Statement (IPS)
- 03 Open Fidelity Accounts & Transfer
- 04 Implement Your IPS

YOU ARE HERE

STEP-BY-STEP PROCESS

## PHASE

### 02 Retirement Plan Implementation

- 01 Kickoff Meeting
- 02 Collect Additional Data & Documents
- 03 Retirement Plan Review Meeting
- 04 Develop Implementation Plan

## Ongoing Retirement Planning



### BI-ANNUAL MEETINGS (MAY & OCTOBER)

Bi-annual review meetings allow us to make sure we're doing the best possible job for you throughout the year.



### TAX & ESTATE PLANNING

Multi-year planning to lower taxes over the course of your lifetime and ensure you have the right estate documents in place.



### CHARITABLE GIVING

Create a long-term giving plan to accomplish your charitable goals and reduce taxes.



### INVESTMENT MANAGEMENT

Evidence-based investment advice tailored to your retirement, risk, and time horizon.



### INSURANCE PLANNING

Maximize your existing insurance policies and explore additional insurance when necessary.



### RETIREMENT PLANNING

Stress test your retirement plan and create a reliable income stream.

# CLIENT ENGAGEMENT STANDARDS

## OUR PRINCIPLES



### **PRINCIPLE #1**

*This is an ongoing process.*

Retirement planning is an ongoing process that involves risk management, investments, tax planning, and more. Through this process, our goal is to help lower your tax bill, improve investment returns, and optimize your income.



### **PRINCIPLE #2**

*Communication is critical.*

We want to talk to you and hear about your dreams, goals, successes, and challenges. Good communication is critical for us to have a mutually beneficial relationship and for you to have a successful retirement plan.



### **PRINCIPLE #3**

*We are proactive.*

We employ a systematic approach to ensure you retire comfortably and don't overpay the IRS. For that reason, we proactively contact you to retrieve updates and share planning opportunities when they arise.

# CLIENT ENGAGEMENT STANDARDS

## OUR PRINCIPLES (cont'd...)



### **PRINCIPLE #4**

*We do what works.*

We believe in an evidence-based approach to investing and retirement planning. In other words, we don't pretend to have a crystal ball and we never implement strategies that aren't proven through published, academic research.



### **PRINCIPLE #5**

*We love our clients.*

We only work with great people who appreciate the value of our services. We are committed to living our lives from a place of joy and kindness and are committed to long-lasting, healthy relationships with each of our clients.



### **PRINCIPLE #6**

*We are 100% Fiduciary.*

Our transparent fees are based on the complexity of your needs, not a product you might buy. We don't receive compensation from anyone else except you. We are a Fiduciary 100% of the time.

# CLIENT ENGAGEMENT STANDARDS

## WHAT YOU CAN EXPECT FROM US

- We will create a comprehensive retirement plan to help you **lower your tax bill, maximize investment returns, and retire with confidence.**
- We promise to do the “heavy lifting” so you can spend your time doing the things you enjoy.
- We regularly monitor your plan and investments to ensure everything is relevant and up to date. If we find opportunities, gaps, or pitfalls, we will take proactive steps to change it.
- We return all phone calls and emails within one business day. We will inform you of any short-term deviations from this policy, such as an upcoming vacation or holiday.
- To ensure we’re doing the best possible job for you, we hold formal review meetings twice per year, in May (just after tax season!) and October (just before the holidays!).
- Topics covered during our formal review meetings include the following:

Insurance & Risk Management

Investment Update

Retirement Income Projections

Tax Planning Opportunities

- Our office doors (and virtual doors!) are always open for client meetings on Tuesday, Wednesday, and Thursday between 8am and 5pm. **Exceptions are always made for emergencies.**
- If we have any concerns about your retirement plan or investments, we will proactively reach out to you with recommendations to get back on track.
- We pledge to direct you to the best and widest range of investments at the lowest possible cost.
- **We are proud to serve as your Fiduciary 100% of the time.** We love what we do, and we take pride in helping our clients achieve amazing results.
- The only compensation we receive comes directly from our clients through a transparent fee schedule. Our fees are fully disclosed to you, and we do NOT accept commissions or kickbacks from third parties.

# CLIENT ENGAGEMENT STANDARDS

## WHAT WE NEED FROM YOU *(Please review & initial below.)*

\_\_\_\_\_ I am willing to be an active participant in the Define Financial planning process. The successful outcome of your retirement plan hinges on your cooperation.

\_\_\_\_\_ I want to delegate my retirement planning & investments to Define Financial so I can spend time doing what is most important to me. Acting without our input may affect our ability to help you reach your retirement goals.

\_\_\_\_\_ I agree to be responsive to emails and phone calls within a reasonable period of time. Many investment, retirement, and tax planning issues are time sensitive.

\_\_\_\_\_ I will make myself available for at least one formal review meeting each year. Bi-annual review meetings are held in May (just after tax season!) and October (just before the holidays!) and allow us to make sure we are doing the best possible job for you.

\_\_\_\_\_ I understand that Define Financial meets with clients on Tuesday, Wednesday, and Thursday between the hours of 8am PST and 5pm PST (exceptions are always made for emergencies). This allows us to spend Mondays and Fridays preparing for client meetings and doing research so we can be fully present when you we are with you.

\_\_\_\_\_ I understand that Define Financial takes full responsibility for their errors. We do our best to minimize errors, but we are not perfect. Please make us aware of any errors you discover, and we will fix them immediately.

\_\_\_\_\_ I agree that our relationship needs to be re-evaluated if we ever stop enjoying or respecting one another. We are committed to living our lives from a place of joy and kindness, and we hope to have long-lasting, healthy relationships with each of our clients.

\_\_\_\_\_ I understand that all requests for contributions or withdrawals from my accounts will have to be made verbally. While calling our office may be inconvenient, this added step can significantly help to avoid fraud and scams.

This Investment Advisory Agreement (the "Agreement") is made on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") between the undersigned party/parties (hereinafter referred to as "You," "Your," or "Client") and Define Financial, LLC, a registered investment adviser whose mailing address is 12526 High Bluff Dr, Suite 238, San Diego, CA 92130 (hereinafter referred to as "us," "we," "our," or "Adviser"). By each party executing this Agreement, they acknowledge and accept their respective rights, duties, and responsibilities under this Agreement and the attached Terms and Conditions.

**CLIENT NAME(S)** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

## Appointment as Investment Advisor

You are appointing us as your investment advisor to perform the services described in this Agreement. We will be responsible for the investment and reinvestment of the assets held in the investment account(s) you have designated to be under our responsibility (collectively, your "Portfolio") that are held by our third-party Custodian (Fidelity Investments) in accordance with your investment objectives as set forth on your Investment Policy Statement ("IPS"). All investment assets under our management are charged an "Annual Advisory Fee" OR a "Flat Annual Fee" detailed below:

HOUSEHOLD ACCOUNT VALUE	ANNUAL ADVISORY FEE
\$0 - \$1,000,000	1.50%
\$1,000,001 - \$2,000,000	1.00%
\$2,000,001 - \$5,000,000	0.80%
\$5,000,000+	Negotiated

As discussed in the Agreement, the advisory fee is billed on a quarterly basis in advance, based upon the market value of the Assets on the last day of the previous quarter as valued by the Custodian. **See Terms and Conditions for further details.**

**CUSTOM ADVISORY FEE:** \_\_\_\_\_

**FLAT ANNUAL FEE:** \_\_\_\_\_

Client Signature: \_\_\_\_\_

DATE: \_\_\_\_\_

Client Signature: \_\_\_\_\_

DATE: \_\_\_\_\_

Taylor Schulte, CEO: \_\_\_\_\_

DATE: \_\_\_\_\_

**SCOPE OF ENGAGEMENT.** The Client hereby retains the Adviser and the Adviser hereby agrees to provide investment management and financial planning services with respect to the Client's Portfolio in accordance with the terms and conditions set forth below. The Adviser will determine a target allocation of asset classes to be maintained within the Portfolio (such as equities and fixed income) that is designed to be consistent with the investment objectives communicated by the Client to the Adviser. The Client will sign and adopt an Investment Policy Statement (IPS) and the Adviser will periodically review the Portfolio and implement changes that the Adviser deems appropriate in order to keep the Portfolio in line with the IPS. The Adviser will provide its services on a discretionary basis and the Client authorizes the Adviser to be the Client's agent and limited attorney-in-fact, and to take all other actions necessary or incidental to execute trading instructions in the Client's Account. This means that the Adviser is authorized, without consulting the Client in advance, to buy, sell, and trade in stocks, bonds, mutual funds, index funds, exchange-traded funds, and other securities and/or contracts relating to the same, in order to invest the Portfolio in accordance with the Client's IPS.

The Adviser has a fiduciary duty of care and loyalty with respect to Client, and is required to make investment decisions and recommendations that are in the best interests of the Client. The Client is responsible for informing the Adviser of any changes in the Client's financial circumstances, investment objectives, and any other information provided by the Client to the Adviser under this agreement. The Client is responsible for notifying the Adviser of any transactions or holdings that appear to be in error or inconsistent with the Client's investment objectives. In providing all services under this agreement, Adviser will rely on the financial and other information provided by Client without any duty or obligation to investigate the accuracy or completeness of the information. Where this agreement is signed by more than one person representing 'Client,' this includes information and instructions provided by only one such person, and Adviser shall have no duty or obligation to verify any such information or instructions with any other signatory to this agreement. The Client agrees to refrain from executing any transactions or otherwise self-directing any account(s) that have been designated to be under the Adviser's management or oversight due to the conflicts that may arise. The Adviser expressly disclaims any responsibility for any transactions unilaterally directed by the Client, and reserves the right to discontinue its management and oversight of any account(s) in which the Client has unilaterally directed transactions.

**CONFIDENTIALITY.** Information received by Adviser from Client will be kept confidential by Adviser in a manner consistent with applicable law and with the Adviser's Privacy Policy and corresponding Privacy Notice, which Client acknowledges receiving at or before the time of signing this Agreement, and which is currently available on Adviser's website.

**CUSTODIAN.** The Adviser does not hold or receive any of the Client's funds or securities, other than in connection with payment for the Adviser's services. The Portfolio's assets will be held by an independent and unaffiliated third-party qualified custodian selected by the Client (the "Custodian"), and the Client will be solely responsible for paying all of the Custodian's fees.

Client understands that Adviser is not authorized to establish or maintain custodial arrangements for the Account. All transactions will be consummated by payment to, or delivery by, Client or such other party as Client may designate in writing (the "Custodian"), of all cash and/or securities due to or from the Account. Client shall direct the Custodian to segregate the assets of the Account and to invest and reinvest them in accordance with the directions transmitted by Adviser. Client understands that Adviser shall not be responsible for any loss incurred by reason of any independent act or omission of the Custodian or any other party, to the extent permitted by law. The Custodian should provide Client statements for the Account at least quarterly. The Adviser encourages the Client to notify the Adviser promptly if the Client does not receive statements on all Accounts from the custodian on at least a quarterly basis.

**PROXIES.** Define Financial shall not advise on or vote proxies for securities held in any client's Account(s). Client further understands and agrees that, to the extent that client has designated Define Financial to receive proxy voting materials on its behalf by indicating as such on client's brokerage account paperwork, Define Financial will not notify client that it has received any proxy voting materials or forward any proxy voting materials to client unless it is specifically requested by client in writing to do so. Client reserves the right to instruct the custodian to deliver proxy voting materials directly to client at any time.

**CODE OF ETHICS.** Client acknowledges that Adviser has made Client aware that Adviser has a Code of Ethics, which is described on Adviser's Form ADV, Part 2, and which will be provided to Client upon request.

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CLIENT INITIALS

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**FEES.** The fees for services under this Agreement shall be calculated and paid, in advance, and in accordance with the rate set forth on page 5 of this Agreement. Fees for Comprehensive Financial Planning & Investment Management Services are either based on a percentage of assets being managed (“Annual Advisory Fee”) or as a Flat Annual Fee (\$).

The Annual Advisory Fee is paid quarterly, in advance, and is based upon fair market value of the Account on the last calendar day of the preceding quarter. Adviser is authorized to deduct this management fee from the Client(s) Account upon submitting to the Custodian and the Client a proper invoice unless otherwise directed by the Client. Client understands that the notification of the fee deduction will be through the statement from the custodian. A Flat Annual Fee consists of an ongoing fee that is paid monthly, quarterly, or semi-annually, in advance, and increases by 3% every 12-months to adjust for inflation. The fee is due on the same date each month, quarter, or half-year, and the Adviser is authorized to deduct this fee from the Client(s) investment Account(s) upon submitting to the Custodian and the Client a proper invoice unless otherwise directed by the client. If deducted from the Client(s) investment Account(s), Client understands that the notification of the fee deduction will be through the statement from the custodian. The fee can also be paid by a credit card processed through PayPal or Stripe. Clients enrolled in our investment management service do not pay a fee for comprehensive financial planning, in addition to what they are paying for the investment management service. In other words, regardless of whether a client is charged the Annual Advisory Fee described above or is charged an Flat Annual Fee, Define Financial provides both investment management and financial planning services.

**VALUATION.** In computing the market value of any investment contained in the account, each security listed on any national securities exchange shall be valued at the last quoted sale price on the valuation date on the principal exchange on which such security is traded. Any other security or asset shall be valued in a manner determined in good faith by the Adviser to reflect its fair market value. Client may dispute any valuation they disagree with upon written notice to the Adviser.

**NON-WAIVER OF RIGHTS BY CLIENT.** Federal and state securities laws impose certain liabilities on persons acting in good faith, and as such, nothing in this Agreement shall result in any waiver of any or all of the rights which the Client shall otherwise enjoy under the federal and state securities laws.

**ERISA ACCOUNTS.** To the extent the Adviser renders its services with respect to assets of the Client held in an account that is part of an employee benefit plan described in section 3(3) of the Employee Retirement Income Security Act of 1974 (“ERISA”), held in an account that is part of any other plan described in Section 4975(e)(1)(A) of the Internal Revenue Code of 1986, as amended (the “Code”), or held in an individual retirement account or other account described in Code Sections 4975(e)(1)(B) through (F), the following provisions shall apply: A.) The Adviser’s services are authorized by the governing documents of the plan or account described above; B.) The Adviser shall not act as or assume the responsibilities of a plan or account trustee, administrator, or recordkeeper; C.) The Adviser shall not have any discretion to interpret the plan or its governing documents, or to determine eligibility to participate in the plan or account; and D.) The Adviser acknowledges that it is a fiduciary, shall render prudent investment advice that is in the Client’s best interest, shall avoid making misleading statements, and shall receive no more than reasonable compensation.

**CLIENT PROTECTION.** The Client expressly grants the Adviser permission to report to a state securities regulator and/or state adult protective services any incident in which the Adviser has a reasonable belief that financial exploitation of the Client has been attempted or has occurred. Subject to applicable state laws, rules and regulations, the Client further understands and agrees that the Adviser may impose an initial delay of disbursements from the Client’s Account if the Adviser has a reasonable belief that financial exploitation of the Client has been attempted or has occurred. The delay might be extended at the request of either an authorized state securities regulator or state adult protective services.

**CLASS ACTION SETTLEMENT CLAIMS.** The Adviser will not file a class action settlement claim involving any security held in Client’s Account on behalf of Client.

**ELECTRONIC COMMUNICATIONS.** Client hereby consents to electronic delivery of required disclosure documents and other communications by the Adviser. Such consent will remain effective unless revoked by the Client. The Adviser will transmit information through a secure portal or by email in text, PDF, Microsoft Word, or other formats that can be readily viewed, printed, and saved. The Client has provided the Adviser with one or more valid email addresses that the Adviser may use to communicate with the Client, and the Client shall remain solely responsible for promptly informing the Adviser of any changes to Client’s email address.

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CLIENT INITIALS

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**DIGITAL SIGNATURES.** If this document is digitally signed, each party agrees that the electronic signatures of the parties included in this Agreement, whether digital or encrypted, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile, email, software-based, or other electronic signatures.

**RECEIPT OF FORM ADV PART 2, RELATIONSHIP SUMMARY, & PRIVACY POLICY NOTICE.** Client acknowledges receipt of Adviser's Form ADV Part 2, Relationship Summary, and privacy policy notice at or prior to the Effective Date of this Agreement. Client acknowledges and agrees that future updates to Form ADV Part 2 and Relationship Summary will be made available online after written notice, and that the Client is responsible for accessing, downloading, and/or printing such updates in the future. If the ADV Part 2 was not delivered to the Client at least 48 hours prior to the Client entering into this Agreement, then the Client has the right to terminate this Agreement without penalty within five business days after entering into this Agreement.

**TERMINATION/ASSIGNMENT.** Neither party may assign this Agreement without the prior consent of the other party. This Agreement shall be in effect until either party gives written notice to the other party of its intention to terminate this Agreement. This Agreement may be terminated, without penalty, upon at least 15 days' written notice by either party. Upon termination, any unearned fee will be refunded to the client on a prorated basis through the date of termination.

**CLIENT CONFLICTS.** If this Agreement is with more than one client, our services shall be based upon the joint goals as communicated to us by the Clients, collectively. We shall be permitted to rely upon instructions and/or information we receive from either party, unless and until such reliance is revoked in writing to us. We shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between Clients.

**GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, except to the extent that the federal securities laws shall otherwise be controlling.

**LIMITED LIABILITY.** The Adviser, its officers, directors, employees and agents shall not be responsible for any loss, claim, cost or liability incurred by reason of any act or omission by any broker, dealer, Custodian or other third party.

**ARBITRATION.** Any controversy or claim arising out of or relating to this Agreement or the breach thereof may be settled by arbitration before a single arbitrator in San Diego County, California, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Client understands that this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under federal or state securities laws. Should both parties voluntarily agree to arbitration, arbitration is final and binding on the parties.

**MISCELLANEOUS.** All paragraph headings in this Agreement are for convenience of reference only, do not form part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement. If any provision herein is or should become inconsistent with any present or future law, rule or regulation of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, such provision shall be deemed to be rescinded or modified in accordance with any such law, rule or regulation. In all other respects, this Agreement shall continue and remain in full force and effect. No term or provision of this Agreement may be waived or modified unless in writing and signed by the party against whom such waiver or modification is sought to be enforced. This Agreement contains the entire understanding between Client and Adviser concerning the subject matter of this Agreement. Client agrees that this Agreement shall be binding upon Client's heirs, executors, administrators, and personal representatives. All notifications required to be sent shall be sent: if to Adviser, to the Adviser's address contained in this Agreement or such other address as may later be designated; if to Client, to Client's address as provided to Adviser at the time this Agreement is entered into, or such other address as may later be designated.

**RISK ACKNOWLEDGEMENT.** Client understands and acknowledges that there are risks inherent in every investment and that these risks will vary from one asset class to another. Some investments may result in profits and other investments in losses. Past performance does not guarantee future returns, and the Adviser does not guarantee any performance whatsoever based upon its recommendations or decisions.

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