

# Advisor Disclosure and Engagement Agreement

Client/s \_\_\_\_\_

Address \_\_\_\_\_

- 1) **Parties to this Agreement:** I, Richard Navarro, CFP, offer my services to the above-named client, to act as their advisor, and to provide sound financial advice after reviewing my client's financial affairs.
- 2) **Overview of Engagement:** Under the terms of this engagement, the advisor will provide advice in the areas checked below.

\_\_\_ **a. Investment Management** – Identify the client's target asset allocation, risk profile and investment objectives and the action steps to fulfill these objectives.

\_\_\_ **b. Retirement Planning Strategy** – Clarify what retirement means to the client and develop strategies to make their personal retirement dream a reality.

\_\_\_ **c. Education Planning Strategy** – Identify what the client needs to do to achieve their educational funding objectives.

\_\_\_ **d. Needs in the Event of Death Strategy**- Review the client's situation in the event of death and develop a strategy that will ensure that their goals and objectives are achieved.

\_\_\_ **e. Needs in the Event of Disability or Critical Illness Strategy** – Review the client's situation in the event of disability or critical illness and develop a strategy to ensure that their goals and objectives are achieved.

\_\_\_ **f. Estate Planning Strategy** – Perform a review of the estate situation to ensure that the client's wishes are carried out in the event of death, and that final estate costs and taxes are minimized.

I, \_\_\_\_\_ (client's name) understand that the calculations, projections, advice, and recommendations provided will be based on the information submitted by me on assumptions which are in accordance with the Canadian Financial Planning Practice Standards. I understand that these will be projections only and that actual results can and will vary depending on a number of factors and future events.

- 3) **Terms of Continuous Service:** Financial Planning is an ongoing process that, after completion of the work covered in this agreement, will require implementation, on-going monitoring, and regular review. The client understands that in order to achieve their personal goals and objectives, it is important that the advice and recommendations be implemented. Not doing so will result in the client not being able to achieve the stated goals and objectives.
- 4) **Responsibilities:** The success of our relationship will be dependent upon each of us fulfilling our responsibilities and being accountable to one another. The following defines these aspects of our relationship:

***Your responsibilities as Client are to:***

*Provide your advisor with the initial information required to complete the work identified under the terms of this agreement.*

*Keep your advisor apprised of any relevant information concerning your personal financial affairs that may have an impact on your situation.*

*Make decisions and act on advice rendered, or to seek alternative advice from your advisor that will still allow you to achieve your goals and objectives.*

***Your Advisor's responsibilities are to:***

*Tell you what information is required to complete the work identified under the terms of this agreement and what information is required to maintain the ongoing planning activities.*

*Review your financial affairs and provide professional advice in the areas covered by this agreement.*

*At all times exercise reasonable professional judgment and act in your best interest.*

*Provide proactive co-ordination of services for implementing the action plan.*

*Complete the specific services as outlined on Appendix A that is attached.*

- 5) Implementation Process and Disclosure:** During the term of this agreement, the advisor will provide services to co-ordinate the implementation of the action plan. In implementing any action plan steps, at the client's discretion, the client may require insurance products and investments through the advisor. In such transactions, the nature of any commission, brokerage fees, or placement compensation received, if any, will be fully disclosed.
- 6) Termination and Variation:** Either the client or advisor may terminate this agreement at any time by giving at least one month's notice by ordinary mail to the other at their last known mailing address. Termination will not relieve the client of any outstanding obligations or fees payable until paid in full.
- 7) Engagement for Additional Services:** This agreement covers the specific services identified under "Overview of Engagement." At any time the client may engage the advisor under separate agreement for additional services, the terms of which will be defined in the agreement for these additional services.
- 8) Third-Party Professionals:** During the process of providing financial advice, it may, from time to time, be prudent to consult with other third-party professionals such as a lawyer or an accountant. In the event that such a consultation is deemed necessary, the client will be advised and requested to approve any such consultation. At that time, the client will also confirm that they are willing to accept responsibility for any professional fees incurred for this purpose. No such consultation will take place without the client's express approval and agreement.
- 9) Confidentiality:** During the course of the relationship, it will be necessary for the client to provide a variety of very personal financial information. The quality of the work that is done for me will be dependent on this personal information being accurate and complete. The advisor commits that all information will be held in strictest confidence and that no information shall be divulged about the client's personal information to any outside organization or government agency without my consent, unless as directed by law. It is further understood that due to the Personal Information Protection and Electronic Documents Act (PIPEDA), you directly authorize us to maintain information within your files of a personal and private nature that could reasonably be considered pertinent or necessary in the provision of financial advice until requested by you in writing to destroy such information. You also authorize us to share such information with other appropriate parties as may be necessary from time to time until directed by you in writing not to. (*Initials indicate agreement* \_\_\_\_\_).

**10) Conflict of Interest:** During the advisor-client relationship there may be occasions where a conflict of interest may occur. The advisor commits to disclosing any such conflicts if and when they occur, whether they are conflicts of interest in reality or a manner of perception.

**11) Acknowledgements:** The client acknowledges that the advisor has disclosed the following material facts.

**Securities Licensing** – *My advisor is licensed through the BC Securities Commission for the sale of mutual funds and related securities products. This licensee is sponsored through Hub Capital Inc. which is the advisor’s dealer. The fund companies the advisor deals with include Fidelity Investments, AGF Funds, Aim Trimark Investments, Mackenzie Financial Corporation, AIC Funds, CI Funds, Guardian Group of Funds, and Manulife Investments.*

**Insurance Licensing** – *The advisor is licensed through the BC Insurance Council for the sale of life insurance, critical illness insurance, disability insurance, annuities, and related insurance products. This licensing also covers the sale of segregated funds.*

*As an Insurance Broker, the advisor is in affiliation with Complete Brokerage Services Inc, and represents companies such as Manulife Financial, Canada Life, Standard Life, Empire Life, Transamerica, Industrial Alliance, and AIG.*

**Professional Designation and Membership** – *The advisor has been licensed by the Financial Planners Standards Council of Canada to use the Certified Financial Planner (CFP) designation since August 2000 and has been a member of Advocis, The Financial Advisors Association of Canada since August 1995.*

**Professional Liability Insurance** – *The advisor maintains professional liability insurance coverage in the amount of \$ 2,000,000 through Willis Canada.*

**12) Client Redress** - If, through the professional relationship, the client has any complaints or disputes that cannot be resolved directly with the advisor, the client understands that there are a number of options to be heard and seek resolution. The advisor agrees to make the client aware of what the complaint process is and whom to contact.

**13) Advisor Compensation:**

**Fee Plus Commission** – *The advisor is compensated through fees based on the time and complexity of the planning needs and will also receive compensation through commissions, finder’s fees, and/or brokerage fees. These additional revenues will be received as a result of the placement of investment, insurance, and other financial products as part of the implementation of the action plan.*

**Commission Only** – *The advisor is compensated through commissions, finder’s fees, and/or brokerage fees. These revenues will be received as a result of the placement of investment, insurance, and other financial products as a part of the implementation of the action plan.*

**14) Fees:** A fee of \$ \_\_\_\_\_ will be payable for the services covered by this agreement. This fee will be payable 50% due immediately upon execution of this agreement and 50% upon presentation of the plan.

**Agreements are particularly critical in relationships as sensitive and potentially intimate as those involving financial affairs. Accordingly, it is necessary and appropriate for all of us to clearly understand the nature of our mutual commitments. That is the purpose of this agreement.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ .

\_\_\_\_\_  
Client

\_\_\_\_\_  
Spouse

\_\_\_\_\_  
Richard Navarro, CFP

