

TERMS OF ENGAGEMENT; PRIVACY POLICY NOTICE

We appreciate your decision to retain Integrated Wealth Counselors, LLC (“IWC”) to help you achieve your business planning and/or personal wealth preservation and succession goals. This document contains important information about the relationship between you and our firm. It is our policy to give our clients a written statement that explains how we work; our obligations to you; your obligations to us; what we will do on your behalf; and how our charges will be determined and billed. Experience has shown that an understanding of these matters will contribute to a better working relationship between us, and that in turn makes our efforts more productive.

The services rendered by IWC are limited to business, investment and wealth preservation and succession planning, and you are not relying on IWC for legal, accounting or valuation advice, to investigate the character or credit of persons or firms with whom you may be dealing, or other matters for which a professional relationship is required. However, IWC will work together with your legal, accounting and other professional team members to help ensure that your goals and objectives are met. We will keep you advised of developments as necessary to perform our services and will consult with you as necessary to ensure the timely, effective, and efficient completion of our work. Should IWC determine that it is necessary to refer any matter to a legal or tax professional, you authorize IWC to act as your agent in negotiating legal and tax services and fees for such services, limited, however, only to the amounts you have paid to IWC or have agreed to pay to IWC under any proposal, and to pay for such services out of any amounts you have paid IWC.

FOR OUR MARRIED CLIENTS

If you are married, we are representing both of you jointly. Your best interest and our obligation to each of you require that you fully understand the considerations involved in such dual representation. This means that we owe duties and obligations to both of you, and that each of you in turn has an obligation to disclose to us all information that is relevant to your business and personal wealth preservation and succession planning goals. As husband and wife, you share certain goals and interests. Yet, at the same time, your interests can differ, and sometimes conflict. Our effort will be to assist in developing a coordinated overall plan and to encourage the resolution of differing interests in an equitable manner. Rather than being an advocate for either of you, we would act more as a mediator working toward creating a plan reflecting both of your interests and goals.

By employing us to represent you jointly, you agree that among us (the two of you and our firm), there will be no confidentiality of communications or information; if one of you discloses information to us about your financial affairs or intentions, we are free to disclose that information to the other one of you if we think that is necessary to fulfill our duties and obligations to the other one in your estate planning.

If this is not acceptable to you, you must advise us immediately so that other arrangements can be made.

PRIVACY POLICY NOTICE

Because we may offer advice on personal financial matters, we are required by federal law to inform our clients of our policies regarding privacy of client information.

In the course of providing our clients with financial and business planning advice, we sometimes receive significant business and personal financial information from our clients. If you are a client of IWC, you should know that all such information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed to by you, or as required under applicable law.

Business planning and personal wealth preservation and succession planning are important and highly confidential matters. To be successful, much planning requires that you disclose sensitive and often very personal information about your family relationships and about your financial affairs that you will most likely regard as highly confidential. You agree to provide us with all factual information and materials necessary to perform our services. IWC promises to keep all information that you disclose to us confidential and not disclose it to persons outside of IWC without your permission, except as it may be required by law. However, because IWC is not a law firm, information you provide us is not subject to the attorney-client privilege. Any matter for which you may desire the added protection of the attorney-client privilege you should disclose directly to an attorney alone. Your attorney may utilize such information in working with IWC without disclosing specific privileged communications to IWC. If you have any doubt about the advisability of maintaining the attorney-client privilege with respect to any matter, discuss it with an attorney before proceeding.

If persons other than employees of IWC are working with us on your business or personal planning with your permission (such as your accountant, a bank trust office, a financial planner, an insurance agent, or law firm), we will use our judgment in disclosing information to these persons. However, unless you instruct us otherwise, you agree that we may disclose your confidential personal and financial information to them as we deem necessary for your best interests.

We retain records relating to the services that we provide so that we are better able to assist you with your business and financial planning needs and, in some cases, to comply with legal guidelines. In order to guard your nonpublic business and personal information, we maintain physical, electronic, and procedural safeguards.

Accepted and agreed to on _____.
(Date)

