

LASHLEY FINANCIAL AND GENERAL SERVICES INC

Financial Planning Agreement

This agreement ("Agreement") sets forth the terms and conditions of the Financial Planning services which Lashley Financial and General Services Inc. (Lashley Financial) will provide to ("Client") who resides at . The parties understand and agree as follows:

Scope and Nature of Services. Lashley Financial will provide Financial Planning and advisory services to Client. For the purposes of this Agreement there are three classes of service. The Client shall select the class of service by checking the appropriate box below. The nature and scope of each class are:

- **Comprehensive Financial Planning:** After a thorough review of all pertinent Client data and objectives and mutually agreed upon assumptions, Lashley Financial will analyze the Client's financial situation including, but not limited to: cash management, risk management, investment management, debt management and specific financial needs as determined by Client.

Upon completion of the analysis, Lashley Financial will make recommendations including suggested strategies to achieve Client's stated objectives. Lashley Financial will provide Client with a written report ("Report") of all analyses and recommendations.

Lashley Financial will review the recommendations of the Report annually, update the report based on new information, support the implementation any financial solutions, maintain client financial records and monitor the client's financial situation.

Where the client agrees, Lashley Financial will negotiate and arrange financial solutions and insurance coverage for all classes of insurance including life and health insurance, residential property and motor insurance, disability income and critical illness insurance, business insurance, annuities and pensions and liability insurance.

- **Personalised Financial Planning:** Lashley Financial will review all pertinent Client data and objectives and mutually agreed upon assumptions and will prepare an analysis limited to the services selected by Client and checked below. Lashley Financial will provide client with written report(s) of all relevant analyses and recommendations to assist client in meeting his or her stated objectives. These services are:

- Cash Management and Budgeting
- Debt Management
- Education Planning
- Retirement Planning
- Investment Planning
- Insurance Planning
- Estate Planning

Lashley Financial will review the recommendations of the Report annually, update the report based on new information, support the implementation any financial solutions, maintain client financial records and monitor financial situation.

Where the client agrees, Lashley Financial will negotiate and arrange financial solutions and insurance coverage for all classes of insurance including life and health insurance, residential property and motor insurance, disability income and critical illness insurance, business insurance, annuities and pensions and liability insurance.

- **Solution Sourcing:** Lashley Financial will negotiate and arrange financial solutions and insurance coverage for all classes of insurance including life and health insurance, residential property and motor insurance, disability income and critical illness insurance, business insurance, annuities and pensions and liability insurance.

In the event the client wished to engage the Lashley Financial to provide additional services, the client and the Lashley Financial will establish mutually agreed upon terms for these services.

Responsibilities of Client. Client agrees to provide, on a timely basis, Lashley Financial with any and all pertinent information, regarding Client's risk and financial situation in order that Lashley Financial may require to analyse the clients financial situation and make recommendations in accordance with the terms of the agreement.

Client also agrees to keep Lashley Financial informed of any changes to his or her personal or financial situation, or originally stated goals or objectives, that could alter the planning recommendations of Lashley Financial. Lashley Financial shall not be responsible for modifying any report or recommendation provided to Client in connection with any change in the circumstances and/or objectives of Client unless notified in writing of such change by Client.

Client agrees that Client alone shall make and be fully responsible for all decisions relating to the implementation of any recommendation, suggestion or advice provided by Lashley Financial. Client expressly agrees that Lashley Financial, its directors, employees, and agents shall not be held liable in any manner or respect with reference to the financial performance, expressed or implied, of any recommendation or suggestion made by the Report, provided that these recommendations or suggestions are made by Lashley Financial in good faith and with reasonable care in light of Clients' stated circumstances and objectives and the agreed upon assumptions. Nothing herein shall constitute a waiver or limitation of any rights which Client may have under the laws of Barbados.

Confidentiality. Lashley Financial agrees that any and all information submitted in accordance with the above paragraph shall be treated on a strictly confidential basis and will not be disclosed to anyone, except Lashley Financial associates, agents and employees or to others as Client and Lashley Financial may agree in writing or as may be required by law.

Implementation. At Client's discretion, Client may implement or disregard, in whole or in part, any recommendation, suggestion or advice contained in the Report. If client wishes to implement any recommendation, suggestion or advice contained in the Report, Client may select any brokerage firm, insurance agency, broker, or carrier, bank or any other financial service institution to implement Client's decisions. Lashley Financial and Client agree that Client may make the Report available to any legal, tax or other adviser employed or retained by Client solely to assist in the implementation of any recommendation, suggestion or advice provided by the Report. Client understands and agrees that Client and Client's legal, tax or other adviser will use the Report only for Client's own personal situation, and if not so used, Lashley Financial will not be responsible for any such use.

Custody and Possession of Client's Assets. Lashley Financial, employees and agents are not authorized to and will not take custody or possession of any cash, securities, or assets belonging to Client.

Implementation of Financial Transactions. Client understands that Lashley Financial accesses financial solutions through their association with a number of providers. When Lashley Financial implements financial transactions, it may earn fees or sales commissions. Clients are free to select any broker or insurance agent that they wish to implement the advice of Lashley Financial and are under no obligation to use Lashley Financial to implement transactions.

Fees. In consideration of the services provided by Lashley Financial, Client shall pay to Lashley Financial the amount set forth on Schedule A, payable as follows:

50% due and payable upon signing of the Agreement, the balance of which will be due and payable upon delivery of the Report by Lashley Financial.

Monthly or Annual fees for monitoring, reviewing and updating Client's plan as required by the Client and contracted with Lashley Financial.

Termination. Prior to the delivery of the Report to Client, this Agreement may be terminated upon written notice by either party to the other:

- If either Client or Lashley Financial terminates this Agreement with five business days of its effective date, Lashley Financial will refund to Client the fee paid to Lashley Financial.
- If this agreement is terminated after five business days of its effective date, Lashley Financial will be entitled to compensation for time expended on preparation of the Report and any excess will be refunded to Client.
- If at any time prior to the delivery of the Report the Client is dissatisfied with the services provided, the Client may obtain a full refund of any fees paid in advance.

Upon termination, Lashley Financial shall be under no obligation to provide to Client the Report. Lashley Financial may, at its discretion, mail a Report to Client without any further obligation. This Agreement will terminate (and no refund will be due) upon delivery of the Report to Client.

After delivery of the Report, this Agreement may be terminated for any reason with 90 days written notice by either party to the other. Where the Client, for any reason, terminates this Agreement within one year of its effective date, and fees have been waived, the fees that would otherwise have been charged become immediately due to Lashley Financial from the Client.

Non-Assignability. Neither Lashley Financial nor Client may assign this Agreement without prior written consent of the other party.

Arbitration. Client and Lashley Financial agree, that except as is inconsistent with the foregoing sentence, all controversies which may arise between us concerning any transaction or the construction, performance or breach of this or any agreement between us, whether entered prior, on, or subsequent to the date hereof, shall be determined by arbitration.

Any dispute or claim shall be settled with a mutually agreed upon arbitrator. The award of the arbitrator shall be final, and judgment upon the award rendered may be entered in any court having jurisdiction.

Governing Law. This Agreement is made and shall be construed under the laws of the Barbados.

Entire Agreement. This Agreement represents the entire Agreement between the parties and may not be modified or amended except by a writing signed by both parties.

Severability. If any provision of this Agreement shall be held or made invalid by a statute, rule, regulation, decision of a tribunal or otherwise, the remainder of this Agreement shall be deemed to be severable.

Notices. Any written notices or reports pursuant to this Agreement will be delivered or mailed by registered mail to Lashley Financial, at #90 Palm Court II, Fortescue, St Philip or at any other address that Lashley Financial may hereafter designate by written notice to Client; and, if to client, delivered or sent by registered mail to Client's last known address as specified above, or any other address Client may hereafter designate by written notice to Lashley Financial. The effective date of such notice shall be the date the notice is delivered to the receiving party.

Miscellaneous.

For the purposes of this Agreement, the effective date of this Agreement shall be the date of acceptance by Lashley Financial;

As used herein, any reference to the singular shall, as and if appropriate, include the plural;

All paragraph headings in this Agreement are for the 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; and

This Agreement may be executed in several counterparts, each of which shall be deemed an original. The undersigned has carefully read this entire document and the undersigned agrees to all the terms and conditions herein, and acknowledges receipt of a copy of this contract.

Client Signature

Print Client Name

Date: _____, 20____.

Joint Client Signature, if applicable

Print Joint Client Name

Date: _____, 20____.

Accepted:

LASHLEY FINANCIAL AND GENERAL SERVICES INC

Michael Lashley
Chief Executive Officer

Date: _____, 20____.

Lashley Financial

Financial Planning Agreement

Schedule A

Quotation for Services

- **Comprehensive Financial Plan** \$
 50% due on agreement
 50% due on delivery of the plan
- **Once Annual Review and Plan Update** \$
- 100% due at annual review

Minimum Fees

Fees due to Lashley Financial for the Financial Planning services provided are agreed annually and specified below and Client agrees to pay same to Lashley Financial as indicated in the Financial Planning Agreement.

Comprehensive Financial Planning: \$

Personalised Financial Planning: \$ per area

Solution Sourcing:

Waiver of fees

Fees charged for Comprehensive Financial Planning and for Personalised Financial Planning **may** be waived in part where the Client chooses Lashley Financial for the placement of financial solutions for the period of the agreement.

Fee Basis

Fees are charged based on the complexity of the Client's financial situation and circumstances. These are expected to normally be in the range below and will be quoted and agreed with the client before preparation and delivery of the Report.

Comprehensive Financial Planning:

Personalised Financial Planning:

Monitoring, Review and Updating: Quoted – dependent on Client's service requirement.