



## LETTER OF ENGAGEMENT FOR PRO BONO FINANCIAL PLANNING SERVICES

- 1) We, the undersigned CERTIFIED FINANCIAL PLANNER™ certificant (hereafter CFP® certificant or “planner”) and pro-bono recipient (“pro bono client”), acknowledge that we are entering into a limited pro-bono financial planning engagement for which the planner will receive no compensation, directly or indirectly, for services provided.
- 2) The scope of this engagement is to provide to the pro-bono client general financial planning advice and consultation that may include, but are not necessarily limited to, the following:
  - a. Verbal and/or written financial planning advice from a CERTIFIED FINANCIAL PLANNER™ certificant. (CFP candidates who have passed the comprehensive exam may also be eligible. Please refer to the FPA® Pro Bono Program Guidelines.)
  - b. Organization of family finances.
  - c. Banking issues, payment of bills, and budget and cash flow management.
  - d. Medical, disability, life, property, and casualty insurance, including information about benefits, settlements and claims administration.
  - e. Review of savings and investments.
  - f. Tax issues.
  - g. Review of estate planning.
  - h. Access to available financial benefits to which the pro-bono client and his or her family may be eligible.
  - i. Consulting with other allied professionals such as accountants, attorneys and insurance professionals. (Please refer to Appendix A for the specific pro bono services to be provided by the financial planner.)
- 3) The scope of this pro bono engagement is not intended to be a long-term or ongoing relationship. It does not cover implementation of the advice received as described herein. The client may pursue other options to implement his/her financial plan, as described in Appendix A.
- 4) The planner will receive no compensation for this engagement, and will comply with all regulatory, professional and ethical obligations, including but not limited to those imposed by the Securities and Exchange Commission (SEC), state securities and insurance regulators, and, if applicable, the Certified Financial Planner Board of Standards. Further, the planner is prohibited from charging for additional services not anticipated but provided during the pro bono financial planning sessions. This financial planner will not pursue an ongoing financial planning business relationship unless proactively requested by the participant. If the participant requests such a relationship, he or she will enter into a new and separate agreement for financial services with the financial planner, with the pro bono engagement terminated prior to execution of the business agreement. The planner affirms that all professional licenses and certifications held by the planner are in good standing, and that the planner has not at any time been censured, convicted or otherwise found by competent authority to be guilty of any fraudulent activity or professional misconduct.
- 5) The financial planner participating in this letter of engagement is a member of the Financial Planning Association. The undersigned planner is bound by the Financial Planning Association’s Code of Ethics, as well as the Certified Financial Planner Board of Standards *Code of Ethics and Professional Responsibility*. Neither FPA nor its officers, members or staff assume responsibility or liability for the accuracy or appropriateness of the advice given by said planner. By accepting assistance, the pro bono client acknowledges and agrees that FPA does not purport to provide or hold itself out as providing any financial advice to the participant and FPA, nor any of its directors, officers, employees, agents or members, has any professional or business relationship with, or has or assumes any responsibility or liability for the accuracy or appropriateness of any advice or assistance provided by the planner. The pro-bono client acknowledges that he or she must make an independent judgment regarding a particular planner’s qualifications and suitability for the pro-bono client’s needs and circumstances.
- 6) All personal financial advice and assistance provided by the undersigned financial planner is provided solely by the individual financial planner and not by or on behalf of FPA. The financial planner is solely responsible for his or her professional advice and services. Both the planner and pro bono client agree to hold FPA as well as its directors, officers, employees, agents or members (other than the financial planner) harmless from any loss, damage, cost or liability in any way arising from such advice, acts or omissions.
- 7) The terms of this agreement are limited to those items described in Appendix A, and this agreement will terminate upon the completion of the services described in Appendix A or the time allotted in Appendix A, or written notice of either planner or client.

- 8) The pro bono client understands that the responsibility for financial planning decisions are his/her own and that he/she is under no obligation to follow, either wholly or in part, any recommendation or suggestion provided by the pro-bono planner.
- 9) Should any concern arise regarding this advisory relationship, it is agreed that the parties will consult with each other to resolve such issues. Any unresolved issue shall then be submitted to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association. Any dispute still unresolved may then be submitted to binding arbitration under the Securities Industry Arbitration Rules of the American Arbitration Association.

\_\_\_\_\_, CFP® / \_\_\_\_\_  
 (Planner signature) (Date)

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 (Pro Bono Client signature) (Date)

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 (Print name, firm, address and telephone number)

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 (Print name, address and telephone number)

*The Financial Planning Association (FPA®) is the membership organization for the financial planning community. Its members are dedicated to supporting the financial planning process in order to help people achieve their goals and dreams. FPA believes that everyone needs objective advice to make smart financial decisions and that when seeking the advice of a financial planner, the planner should be a CFP® professional.*

*The Financial Planning Association is the owner of trademark, service mark and collective membership mark rights in: FPA, FPA/Logo and FINANCIAL PLANNING ASSOCIATION. The marks may not be used without written permission from the Financial Planning Association.*

*CFP®, CERTIFIED FINANCIAL PLANNER™ and the federally registered CFP (with flame logo) are certification marks owned by the Certified Financial Planner Board of Standards Inc. These marks are awarded to individuals who successfully complete the CFP Board's initial and ongoing certification requirements.*



## Appendix A

(Copies to be provided to pro bono client, planner, sponsoring organizations, and FPA chapter at conclusion of the engagement.)

### **Pro-bono Advisory Services Provided (check appropriate categories):**

- Verbal and/or written financial planning advice from a CERTIFIED FINANCIAL PLANNER™ certificant
- Organization of family finances
- Banking issues, payment of bills, and budget and cash flow management
- Medical, disability, life, property, and casualty insurance, including information about benefits, settlements and claims administration
- Review savings and investments
- Tax issues
- Review estate plan
- Access to available financial benefits to which the pro-bono client and his or her family may be eligible
- Consulting with other allied professionals such as accountants, attorneys and insurance professionals
- Other (specify) \_\_\_\_\_

**Time allocated to Pro-bono Engagement:** \_\_\_\_\_ hours.

### **Next Steps:**

- Client has been referred to Planner Search on the Financial Planning Association's website at [www.fpanet.org](http://www.fpanet.org).
- Client has received referrals to allied professionals (accountants, attorneys, insurance professionals).
- The undersigned client understands the terms of this agreement and has elected to pursue a relationship with the pro bono planner on a compensation basis, as discussed with the planner and under a separate agreement.
- Client has decided to seek advice and/or implementation with another financial planner or financial firm.
- Client has decided not to pursue any further financial planning services.
- Other \_\_\_\_\_

Signed: \_\_\_\_\_, CFP®      Date: \_\_\_\_\_  
(Pro bono financial planner)

Signed: \_\_\_\_\_      Date: \_\_\_\_\_  
(Pro bono client)