

**Godfroy Financial Limited**

**1304 Lauzon Road Unit B**

**Windsor, Ontario N8S 3N1**

**(519) 258-1995**

**alynn@godfroyfinancial.com**

**Client #1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Client #2: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

The advisor is an independent financial planner and will at all times be guided by the client’s needs and best interests.

The advisor is a member of Advocis, The Financial Advisors Association of Canada; the largest voluntary association for financial advisors in Canada. The advisor is governed by the following bodies:

* The MGAs Code of Conduct
* The Advocis Code of Conduct
* Each Insurance carriers Code of Conduct
* As well as all applicable provincial and federal legislation regulating this business

1**. People Involved**: The advisor offers her services to the above-named client to act as his/her advisor and to provide financial advice upon reviewing the client’s financial affairs.

2. **Overview of Engagement**: Under the terms of this agreement, the advisor will provide advice as requested by the client and as outlined below.

 **\* Investing my money (Investment Strategy)** – Develop a personal investment policy statement that identifies the client’s target asset allocation and investment objectives and the steps needed to implement the strategy.

 **\* Getting me to Retirement & Spending My Money When I get there (Retirement Planning Strategy**) –Identify changes the client needs to make in his/her current behaviour that will allow the client to achieve his/her personal retirement goals and objectives.

 **\*Getting my children to college (Education Planning Strategy)** – Identify what the client needs to do to achieve his/her educational funding objectives.

 **\* What if something bad happens (Risk management Strategy)** – Review the client’s situation in the event of death, disability or critical illness, and develop a strategy that will ensure that his/her family is able to retain the lifestyle they are accustomed to.

 **\* Show me my money (Cash flow Analysis)** – Review the client’s income sources and expenses to determine where the money comes from and where it can be allocated for maximum efficiency

 **\* I can’t take it with me (Estate Planning Strategy)** – Perform a review of the estate situation to ensure that the client’s wishes are carried out in the most efficient way possible in the event of death. Also ensure that final estate costs and taxes are minimized.

The client understands that the calculations, projections, advice, and recommendations provided will be based on the information submitted by the client and on assumptions, which are in accordance with the Canadian Financial Planning Practice Standards. The client understands that these will be projections only and that actual results may vary depending on a number of factors and future events.

**3. Planning is a Process not an Event**: Financial planning is an ongoing process and, after completion of the work covered by this agreement, will require implementation, ongoing monitoring, and regular review. The client understands that in order to achieve his/her personal goals and objectives, it is important that the advice and recommendations be implemented.

**4. Responsibilities**: The success of this relationship will be dependent upon each party fulfilling his/her responsibilities and being accountable to one another. The following defines these aspects of the relationship. The advisor is not responsible for drops in the market and/or investments if the agreed plan was to invest in certain sectors and/or if the client is assuming such risk. The advisor is not responsible for any and all financial advice provided previously by former financial consultants.

# The Client’s responsibilities are to:

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

\* Keep the advisor apprised of any relevant information, or major life events that may impact the client’s personal financial affairs.

\* Make decisions and act on advice rendered, or seek alternative advice from the advisor that will enable the client to achieve the client’s objectives.

# The Advisor’s responsibilities are to:

\* Advise the client when 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 the client’s financial affairs and provide professional advice in the areas covered by this agreement.

\* At all times exercise reasonable professional judgment and act in the client’s best interests.

\* Provide proactive co-ordination of services for implementation of the financial plan.

\* Complete the specific services as outlined and agreed upon in Appendix A, attached.

**5. Putting plans in action**: During the term of this agreement, the advisor will provide services to co-ordinate the implementation of the action plan. All financial products placed on behalf of the client will be done directly with the company of choice, with independent third party confirmation of all transactions. Systematic statements will also come directly from the financial services company, not the advisor. Periodic review meetings with the advisor will provide an opportunity to review such information.

**6. Escape clause**: It is important to remember that the advisor works on behalf of the client. As such the client has the right to terminate the relationship at their discretion.

**7. Request for Additional Services**: This agreement covers the specific services identified under the “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 a separate agreement for these additional services.

**8. 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 undertaken on behalf of the client requires this personal information be 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 situation to any outside organization or government agency without the client’s prior consent, unless as may be required by law or industry regulators. It is further understood that due to the Personal Information Protection and Electronic Documents Act (PIPEDA), the client directly authorizes the advisor to maintain information of a personal and private nature that could reasonably be considered pertinent or necessary in the provision of financial advice until requested by the client in writing to destroy such information.

**Privacy incident/breach process -** A privacy breach occurs when there is the loss of, unauthorized access to or unauthorized disclosure of personal information resulting from a breach of security safeguards.

*Examples of privacy breaches:*

\*Copies of client personal information statements are stolen from a vehicle

\*Advisor laptop is lost/stolen and it contains client personal information

\*Client information on an advisor’s computer hard drive is compromised/hacked

\*Client information not emailed to the intended recipient either internal or external

\*Client information going to the wrong address (someone else opening the mail)

\*Release of personal information without proper authorization or use of personal information without proper consent

**Policy**

Suspected breaches, complaints or any concern relating to a privacy issue, whether through an individual or a supplier, are reported immediately to the practice’s compliance officer and/or the insurance company. Where a Godfroy Financial Limited client’s personal information is involved, Godfroy Financial Limited, will provide support to assess, contain, remediate and help enhance controls to prevent the breach from reoccurring in the future.

**Procedure**

Godfroy Financial Limited, client personal information:

*Lost, stolen or hacked electronic devices:*

\* LAN, Advisor portal, Investment Centre passwords will be changed by the service desk

\*File a report with the police.

\*Change other system passwords (e.g., online banking).

\*Scan computers for malware before accessing systems again

\*Engage the practice’s IT support when required.

 *Lost or stolen paper documents (e.g., policy contracts, applications, client files):*

\*Notify the practice’s compliance officer and Financial Horizons Group chief compliance officer. \*Additionally, report stolen materials to the police.

 *Misdirected emails:*

\*Recall email immediately.

\*Notify the practice’s compliance officer, and/or the MGA’s chief compliance officer

The chief compliance officer of the MGA will contact the practice’s compliance officer to help determine if any clients’ personal information was compromised and to discuss containment, remediation and required client and regulator notification.

**9. Conflict of Interest:** The advisor takes the potential of a conflict of interest seriously. Accordingly, she will notify the client if there is a conflict of interest of which she becomes aware of in regards to the their recommendations to the client.

The advisor sits on the finance committee and board of directors for ASLO (Assisted Living Southwestern Ontairo)

**10. Companies whose products I may use for your plan:**

The advisor, through Financial Horizons may represent the following Insurance Companies: Assumption Life, Benecaid, Blue Cross, B2B Bank, BMO, Canada Life, CPP, Desjardins, Edge, Empire Life, Equitable Life, Foresters, Humania, IA Excellence, Industrial Alliance, iVari, La Capitale, RBC, SSQ, Sun Life, Tour-Med and others.

**11. No insurance company or Mutual Fund Company** holds an ownership interest in my business, nor does the advisor hold a direct interest in any of the companies he represents.

**12. There are no outstanding financial relationships**, such as loans or other forms of indebtedness, other than agency relationships, in existence between the agent and an insurance company.

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

**Insurance Licensing** – The advisor has a Level II Life License from the Financial Services Commission of Ontario for the sale of life, disability, critical illness, long term care and related insurance products. This licensing also covers the sale of segregated investment funds.

**Licences and Professional Designations that the advisor holds: CFP, CLU, LLQP, CEA, EPC, MFA**

**Licensed Provinces—The advisor is currently licensed in Ontario, Alberta & British Columbia and is in the process of getting licensed in Newfoundland.**

**Income Tax Preparation—The advisor is an authorized Tax Preparer with the Canada Revenue Agency and provides income tax preparation services to clients.**

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

**14. What if you have a complaint?** If, at any time during our 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.

**15. How does the advisor get paid?**

The advisor is compensated through commissions, trailing fees, and referral fees as a result of the placement of investment, insurance, and other financial products, which form a part of the implementation of the financial plan. Please initial that you have read each detailed description of compensation options:

 **\*\*\* ▷□ a) Deferred sales commission**: Rarely do we utilize DSC types of transactions unless there is a need to reimburse transfer fees from another institution (only provided through specific carriers). This item is left on our disclosure form to assist in educating our clientele on DSC and other forms of commission-based arrangements that may be more beneficial long term to the client. **Client Initial(s)** \_\_\_\_\_\_, \_\_\_\_\_\_

All the advisor compensation is included in the management fees of the investment and insurance products. A new investment will result in the advisor being paid an initial commission by the financial company receiving the client business. In addition, from part of the management fees most insurance companies pay a service fee which is based on the market value of your investments, linking the advisor compensation to the client investment performance*.*

 **▷□ b) Fee for service basis**: Within the advisor fee for service agreement, if the client chooses to pay the advisor for any services directly, the advisor will invest the client assets in funds that generate no commissions where possible. This will result in a lower MER (management expense ratio). These funds are called “F” class, “I” class or “O” class funds.

 **▷□ c) Management Expense Ratio**: The advisor receives a monthly fee directly from the investment company to manage your portfolio. This is part of the Management Expense Ratio you pay for the ongoing management of your investment portfolio.

**16. More information**: If you need more information about my qualifications or my business relationships, contact me. I would be happy to help.

**\*\*A final source of compensation for the advisor comes by way of introductions to family members, friends and associates of existing clients. Accordingly, if the client is of the opinion that the process undertaken with the advisor has been thorough and professional, then the advisor would be pleased to accept future introductions. An introduction is the highest form of compliment and is taken seriously. Please understand that any introductions will be treated with the utmost respect and in the same fashion you have been treated, completely void of any sales or product pressure.**

**\*\*Acknowledgement:**

**I have read and understood the preceding provisions, and understand the nature of this agreement.**

**\*\*If there is a conflict of interest or potential conflicts of interest.: I understand any conflicts of interest or potential conflicts of interest outlined in this document. I am willing to continue to work with the advisor. Initial #1 \_\_\_\_\_\_ #2 \_\_\_\_\_\_**

**No conflict at this time/update: Advisor initial \_\_\_\_\_\_\_**

**Agreed upon this ……………………………. day of ……………………………………….. , 20 .**

***Client # 1 …………………………………………………………………………… Client # 2 ……………………………………………..............................***

 **PRINT ………………………………………………………………………….. PRINT ……………………………………………………………………………………**

 **EMAIL …………………………………………………………………………. EMAIL ………………………………………………………………………………….**

**□ Financial information and/or review be separate from your spouse/partner? □ YES □ NO**

□ Consent to receive Prospectus/client copies/correspondence via email **□ YES □ NO**

**□ Client received paper-based** Prospectus/client copies/correspondence  **□ YES □ NO**

**□ Is there an up to date will and POA in place?**   **□ YES □ NO**

**□ Communicate every □ 6 months □ year □ other ……………………………………………………………………………**

**Notes:**

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