

# **Parish & Company, LLC**

## **Registered Investment Advisor**

### **Client Agreement**

Parish & Company is an independent registered investment advisor based in Portland, Oregon providing investment management services to a broad mix of clients based upon the following parameters:

1) Client Analysis: All client recommendations are based upon a complete review of each clients specific financial situation and the related suitability of the investments recommended. Such factors include the following: other investments and investment experience, age, financial situation and needs, tax status, net worth, liquid net worth, annual income, investment objectives, liquidity needs, investment time horizon, risk tolerance and other specific information disclosed.

2) Definition of Risk: Parish & Company defines risk directly in relation to each clients asset allocation, or more specifically the percent of stock and stock funds to total assets. The higher the percent of stocks and stock funds, the greater the risk.

Beginning with a client specific analysis, coupled with this asset allocation centric philosophy, four general investment profiles/objectives are considered for suitability: they are growth, balanced, conservative and low risk. These are considered in conjunction with each clients tolerance for risk.

These four specific asset allocation/investment objective parameters are defined as follows:

Growth: greater than 75 percent stock and stock funds, remainder fixed income

Balanced: 50 percent stock and stock funds, remainder fixed income

Conservative: less than 25 percent stock and stock funds, remainder fixed income

Low Risk: 100 percent US treasury bills and other government backed securities

Note that the "balanced" average is 50 percent stock and stock funds, yet the balanced range could be anywhere from 40 percent to 60 percent stock and stock funds.

3) Long Term Perspective: Parish & Company is focused upon long term asset growth based upon identifying an investment allocation in line with each specific client's objectives and risk profile. It is important to note; however, that returns can vary greatly from year to year. For example, in 1974 the overall stock market declined 28 percent followed by a 38 percent increase in 1975.

Therefore, Parish & Company makes no representation guaranteeing a specific return in any given year. In addition, it is to be expected that some years will result in declines in value.

4) Fees: Fees are billed quarterly based upon the previous quarter ending total assets under management. The annual management fee is .75 percent of assets or .1875 percent quarterly. Therefore, if client assets grow 10 percent, growth net of fees will be 9.25 percent. Similarly, if client assets decline 10 percent, the decline will be 10.75 percent net of fees. Such fees will be paid directly to Parish & Company from the client account upon submission of an invoice to the custodian and, unless otherwise agreed upon, reflected on the January, April, July and October monthly statements. Parish & Company also provides a detailed accounting of fees in addition to a quarterly projected fee going forward.

No other fees are accepted either directly or indirectly from any provider of investment products. No soft dollar fees, no 12B-1, no front load or back load

fees, etc. In addition, no Parish & Company client has ever paid a load on a mutual fund.

5) Custodian Firm: The determination of where clients maintain their accounts is very important and Parish & Company regularly reviews leading custodians ranging from TD Ameritrade to Vanguard. Based upon a broad mix of factors including diversity of investment products, absence of conflicts of interest, fees and the strength of internal controls and compliance matters, TD Ameritrade is currently the firm recommended.

6) Advisor Authority and Custody of Client Assets: All securities and cash are deposited directly with the custodian, generally TD Ameritrade, and therefore Parish & Company does not maintain custody of assets. Parish & Company does maintain a limited power of attorney that provides for duplicate statements and confirmations, the ability to execute transactions in client accounts based upon client approval and finally to charge quarterly management fees. Regarding security purchases, Parish & Company is authorized to aggregate certain purchases to take advantage of better pricing and/or operational efficiency. An example would be Canadian treasury notes, for which much better pricing is available if purchased in amounts exceeding \$1 million.

7) Privacy and Safeguarding of Information: All client information is considered confidential and will not be provided to any party other than those specifically requested in writing by the client. Parish & Company maintains detailed privacy, safe guarding of information and anti-identify theft policies that can be reviewed at [www.billparish.com/services](http://www.billparish.com/services)

8) Money laundering: Client represents that it owns all the property deposited in the account outright with no restrictions and that it was gained via legitimate means and such assets are not encumbered in any way.

9) Conflicts of interest: Parish & Company strives to have no conflicts of interest and to its knowledge has none.

10) Termination, Indemnity and Liability: This agreement may be terminated at any time by either party via written notice. Parish & Company will use its best judgment and related efforts in serving clients. Client indemnifies Parish & Company for any losses, including legal fees, resulting from inaccurate information provided by or omitted by the client. There is no guarantee regarding investment results and losses will occur. Client assumes all market risks and understands that the account is subject to market, economic, foreign currency, political and business related risks.

Parish and Company may not assign this agreement to any other person without prior written consent of the client or its successor in interest, as applicable, except as expressly provided otherwise in this agreement.

11) Governing Law Dispute: To the extent federal law does not apply to this agreement, it shall be construed in accordance with the laws of the State of Oregon.

12) This agreement will apply to existing accounts and all accounts opened in the future for which Parish & Company is the investment advisor. In addition, it also supersedes all previous agreements.

13) Client signature below affirms receipt of form ADV Part IIA, the standard regulatory filing for Parish & Company that provides more information on its business history and practices.

*Client Signature* \_\_\_\_\_ *Date* \_\_\_\_\_

*Client Signature* \_\_\_\_\_ *Date* \_\_\_\_\_