



## Financial Planning Advisory Agreement

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Wealth Management Solutions LLC, a registered investment advisory firm with the Securities and Exchange Commission under the Investment Advisory Act of 1940, whose principal office is located in Claremore Oklahoma. (hereinafter called "Advisor") and \_\_\_\_\_ with residence or place of business at \_\_\_\_\_ (hereinafter called "Client").

### WITNESSED:

WHEREAS, Advisor is in the business of providing financial planning services and investment advice: NOW; THEREFORE, in consideration of the premises and mutual promises herein contained, the parties agree as follows:

#### 1. SERVICES OF ADVISOR

Advisor shall provide the following service(s) to the Client:

- A. Review the Client's present financial situation and issue a written report of suggestions. The advisor will continue to be available for advice regarding the implementation of Client's financial plan.
- B. Provide specific financial advice on an hourly basis as specified in 9B.

#### 2. RESPONSIBILITIES OF CLIENT

The client agrees to provide information regarding income, investments, income tax situation, estate plan, and other pertinent matters as requested by Advisor from time to time. The Client also agrees to discuss needs and goals and future needs candidly with Advisor and to keep Advisor informed of changes in the Client's situation, needs, and goals. The Client acknowledges that Advisor cannot adequately perform its services on the Client's behalf unless the Client performs such responsibilities on his/her part and that Advisor's analysis and financial planning suggestions are based on the information provided by the Client. The Client agrees to permit Advisor to consult with and obtain information about the Client from the Client's accountant, attorney, and other advisors. Advisor shall not be required to verify any information obtained from the Client, Client's attorney, accountant or other advisors and is expressly authorized to rely thereon. The Client is free at all times to accept or reject any suggestions from Advisor and the Client acknowledges that the client has the sole authority with regard to implementation.

#### 3. SHARING OF PERSONAL INFORMATION

Except as otherwise agreed in writing or as required by applicable law, rule or regulation, Advisor may share your personal information with our affiliates so that they may process and service your transactions. However, the Advisor will never sell customer lists to any third party. Further, we do not disclose personal information to nonaffiliated third parties, except as required by law or as permitted by law to service your account, such as follows:

- Third-party service providers that assist us in servicing your accounts (e.g. securities clearinghouses);

- To governmental agencies and law enforcement officials (e.g. valid subpoenas, court orders);
- To financial institutions that perform marketing services on our behalf or with whom we have joint marketing agreements that provide for the confidentiality of personal information.

Advisor is herein given absolute authority by Client to disclose, provide copies of, and communicate information obtained from client or developed by Advisor to: \_\_\_\_\_.

#### 4. BASIS OF ADVICE

The Client acknowledges that Advisor obtains information from a wide variety of publicly available sources and that Advisor has no sources, and does not claim to have sources of inside or private information. The suggestions and strategies developed by Advisor are based upon the professional judgment of Advisor and its individual professional counselors and neither Advisor nor its individual counselors can guarantee the results of any of recommendations. Client at all times shall elect to follow or ignore completely or in part, any information, or suggestion given by the Advisor under this agreement. There are risks inherent in all financial decisions and transactions. Our financial planning advice under this contract are advisory in nature, and all decisions shall be made upon the client's order and for your account and risk. We will not be held responsible for errors in judgment or for correctness of opinions or information so long as negligence, willful misconduct, or violation of law is not involved. Neither Advisor nor any employee nor associated person will act on any inside information when purchasing or selling securities.

#### 5. IMPLEMENTATION

The Client is free to obtain legal, and accounting, and financial services from any professional source to implement the suggestions of Advisor. Client will retain absolute discretion over all investment and implementation decisions. Advisor shall cooperate with any attorney, accountant, or broker chosen by the Client with regard to implementation of any suggestions or strategies outlined.

#### 6. REPRESENTATION FOR CLIENT

It is understood by and between the parties hereto that Advisor, or any employee or associated person, may have contracts with various insurance companies. In such capacity, they will receive commissions on various insurance policies purchased through representatives of the Advisor. Client also understands that a conflict of interest exists when a representative recommends a product as Client's advisor when a sales commission will be paid if the advice is followed.

#### 7. LEGAL AND ACCOUNTING SERVICES

It is understood and agreed that Advisor and its employees are not qualified to and will not render any legal or accounting advice nor prepare any legal or accounting documents for the implementation of Client's financial and investment plans. Client agrees that his personal attorney and/or accountant solely shall be responsible for the rendering and/or preparation of the following: (1) all legal and accounting advice; (2) all legal and accounting opinions and determinations; and (3) all legal and accounting documents.

#### 8. DATA COLLECTIONS

The person(s) who performs the function of collecting confidential data for analysis from the Client with Client's permission may not necessarily be employees or agents of the Advisor. The Advisor may pay such individuals for the time expended in the collection of such data.

#### 9. FEES TO ADVISOR

In consideration of the services rendered by Advisor, the Client shall pay to Advisor the following fees: Estimated fee of \$\_\_\_\_\_.

- (A) Financial Planning fees range from \$300 to \$1,200. Fee's may be negotiated between the Advisor and Client. This amount has been determined by the complexity of the case. The work shall include a written review, analysis, and preparation of the suggestions and strategies and findings to the Client. The Advisor will be available for consultation during the time the Client wishes to retain services. **One half of the estimated fee shall be due and payable upon acceptance and signing of this agreement.**
- (B) \$100 to \$300 per hour will be charged for those services rendered beyond the scope of 9A (to be discussed in advance); or for those persons desiring consultation on a per hour basis.

The number of hours required to complete a financial plan and to provide review services will depend on the complexity of the case and will be negotiated with client prior to engagement. When hourly fees are used to calculate a written financial plan, half of the estimated fee is due up-front; the balance is due upon presentation of plan.

All prepaid fees are fully refundable within the first five days of agreement. Thereafter, fees will be refunded on a pro-rated basis for work already completed.

The financial plan will be delivered within 120 days of receiving the financial planning questionnaire and any additional information needed to complete the plan. In no case will clients be required to prepay \$500, six months or more in advance.

#### 10. TERMINATION

Either party may terminate this agreement upon thirty- (30) days written notice to the other by certified or registered mail to the address set forth above. Unearned fees paid in cash will be refunded pro-rata. All commissions are outside the scope of this agreement and will be considered earned. Non-payment of retainer by Client, that is thirty (30) days past due, will also constitute termination of this agreement and the responsibilities of Advisor to Client.

If Client did not receive Part 2 of Advisor's Form ADV, at least 48 hours prior to signing this Agreement, Client shall have the right to terminate this Agreement without fee or penalty within five business days of the date Client signed this Agreement.

#### 11. REQUIRED DISCLOSURES

Advisor is an investment advisor registered with the Securities and Exchange Commission under the Investment Advisors Act of 1940. Advisor has delivered information providing disclosures regarding Advisor's background and business practices. The Client acknowledges receipt of such information dated within one year of this contract.

#### 12. MISCELLANEOUS

- (A) This agreement shall be applicable only to financial advice contained in the financial analysis or investment suggestions or strategies individually prepared for Client and shall not relate to any advice given by any person(s) not specifically designated by the Advisor in writing to perform such services.
- (B) Neither party hereto may assign, convey, or otherwise transfer any of its rights, obligations, or interest herein without the prior express written mutual consent of the other party.

- (C) Subject to the provision regarding assignment, this agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.
- (D) This agreement represents the complete agreement of the parties and supersedes any prior understanding of agreements, oral or written.
- (E) This agreement may be amended or revised only by an instrument in writing signed by the client and by an officer of the Advisor.
- (F) No provision hereof or breach of any provision may be incurred or discharged except by a written agreement of the party from whom the waiver of discharge is sought. No waiver of any breach hereof shall in any way be construed to be a waiver of any future or subsequent breach.
- (G) Any provision hereof which is prohibited or unenforceable shall be ineffective as to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
- (H) The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the Client's residence.
- (I) This agreement may be executed in several counterparts of each of, which shall be deemed an original.
- (J) Furthermore, you and we agree that all controversies between us regarding any transaction or the construction, performance, or breach of or any agreement between us, whether entered into prior, on, or subsequent to this date, shall be determined by arbitration. Such arbitration shall be conducted in Oklahoma in accordance with the Commercial Arbitration Rules of the American Arbitration Association then applying. The award of the arbitrators or the majority of them shall be final and binding, and not subject to review or appeal. Judgment upon any arbitration award rendered may be entered in any court having appropriate jurisdiction.
- (K) This Agreement may not be assigned by Advisor to any person, firm or corporation without the prior written consent of Client.

### 13. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma without giving effect to any conflict or choice of law provisions of that State, provided that nothing in this Agreement will be construed in any manner inconsistent with the Advisors Act, any rule or order of the Securities and Exchange Commission under the Advisors Act and, if applicable to the Account, ERISA and any rule or order of the Department of Labor under ERISA.

IN WITNESS WHEREOF, Adviser and Client have caused this agreement to be duly executed on the day and year first written above.

**Wealth Management Solutions LLC**

Client Signature: X \_\_\_\_\_ Investment Advisor Representative \_\_\_\_\_

Client Signature: X \_\_\_\_\_ Investment Advisor Representative \_\_\_\_\_