



WEALTH MANAGEMENT SOLUTIONS

A Registered Investment Advisor

Hourly Investment Counseling Agreement

THIS AGREEMENT is entered into this ____ day of _____, 20__, by and between Wealth Management Solutions LLC (“Advisor”), and _____ (“Client”) with residence or place of business at _____.

WHEREAS, Advisor is in the business of providing investment advice, including advice relating to financial and estate planning; and Client desires to have Advisor provide investment consulting services to Client on a non-discretionary basis as specified in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, the parties agree as follows:

1. **Services of Advisor.** Advisor shall review Client’s present investments, financial circumstances and goals and provide advice to Client, including investment purchase and sale and asset allocation recommendations, as more specifically described on Schedule A. Client understands that Advisor shall have no obligation to vote proxies or take any action regarding legal notices Advisor may receive from issuers of securities held, or previously held, in Client’s accounts.

This Agreement shall be applicable only to financial planning advice contained in the financial analyses or investment recommendations individually prepared for Client.

Client understands that Advisor does not guarantee the results of any recommendation or the overall performance of Client’s account and that losses can occur by following Advisor’s advice.

2. **Responsibilities of Client.** Client agrees to provide information regarding Client’s income, investments, income tax situation, estate plan, and other pertinent matters as requested by Advisor to prepare its advice or special project. Client also agrees to discuss needs and goals and projected future needs candidly with Advisor and to keep Advisor informed of changes in Client’s situation, needs and goals. Client acknowledges that Advisor cannot adequately perform its services on Client’s behalf unless Client performs such responsibilities and that Advisor’s analyses and recommendations are based on the adequacy and accuracy of information provided by Client. Client agrees to permit Advisor to consult with and obtain information about Client from Client’s accountant, attorney and other advisers. Advisor shall not be required to verify any information obtained from Client, Client’s attorney, accountant or other advisers and is expressly authorized to rely thereon. Client acknowledges that Client has the sole authority to implement, accept, or reject any or all advice given by Advisor.
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:
 - a. Third-party service providers that assist us in servicing your accounts (e.g. securities clearinghouses);
 - b. To governmental agencies and law enforcement officials (e.g. valid subpoenas, court orders);

- c. 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.

Clients authorize the use of performance of the Account data in the compilation of the Advisor's performance data. Advisor is herein given absolute authority by Client to disclose, provide copies of, and communicate information obtained from Client or developed by Advisor to persons designated by Client.

4. **Basis of Advice.** 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 recommendations developed by Advisor are based upon the professional judgment of Advisor and its individual counselors
5. **Implementation.** Client is free to obtain legal, accounting and brokerage services from any professional source to implement the recommendations of Advisor. Advisor shall cooperate with any attorney, accountant, or broker chosen by Client with regard to implementation of any recommendations.
6. **Acknowledgments by Client and Advisor.** It is understood by and between the parties that Advisor shall have no custody or control of Client funds or securities and that Advisor shall not have authority to direct the execution of insurance or securities transactions for or on behalf of Client without client's specific direction.

Client understands that representatives giving advice to Client for Advisor can also be licensed as securities and insurance agents and that when Client purchases insurance products recommended by a representative, the representative will receive a sales commission. Client also understands that a conflict of interest exists when a representative of Advisor recommends a product as Client's adviser 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 representatives are not qualified to and will not provide any legal advice nor prepare any legal documents for the implementation of Client's financial and investment plans. Client agrees that Client's personal attorney solely shall be responsible for the rendering and/or preparation of the following: (i) all legal advice; (ii) all legal opinions and determinations; and (iii) all legal documents. To the extent the Advisor's representatives are qualified to do so, they may perform accounting functions through Advisor's affiliate accounting firm.
8. **Fees to Advisor.** In consideration of the services provided by Advisor, Client shall pay to Advisor \$100-300 per hour for the projects, evaluations or analyses described on Schedule A. The fee is due as set forth on Schedule A. Client understands that in isolated cases fees may be payable in installments with permission of Advisor.
9. **Termination.** Either party may terminate this Agreement upon five (5) days written notice to the other by certified or registered mail to the last known address of the other. In the event of termination, all fees paid in advance but not earned by Advisor will be returned to Client and Client agrees to pay Advisor all fees due Advisor for services rendered but not covered by prepaid fees. 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.
10. **Assignment.** Neither party hereto may assign, convey or otherwise transfer any of its rights, obligations or interests herein without the prior express written mutual consent of the other party. This Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.
11. **Complete Agreement.** This Agreement represents the complete Agreement of the parties with regard to the subject matter and supersedes any prior understanding or agreements, oral or written. This Agreement may be amended only by an instrument signed by Client and by Advisor.

- 12. **Unenforceability.** 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.
- 13. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma under the Oklahoma Uniform Securities Act of 2004 or the state the Client resides.
- 14. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the construction or breach thereof, shall be settled by arbitration in accordance with the arbitration rules of a recognized alternative dispute resolution organization as Client may designate. Client agrees that if Client does not notify Advisor in writing of Client's designation within ten(10) days after Client receives a written demand for arbitration from Advisor, then Advisor can designate the resolution organization. Judgment on the award rendered by arbitration shall be final and may be entered in any court having jurisdiction thereof in the state the Client resides.
- 15. **Execution.** This Agreement may be executed in several counterparts each of which shall be deemed an original. 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 state the Client resides.

IN WITNESS WHEREOF, Advisor and Client have each caused this Agreement to be duly executed on the date shown above. Client hereby acknowledges receiving a copy of this Agreement and Part 2 of Advisor's Form ADV, or an equivalent brochure.

For clients that reside in the state of Texas:

Client acknowledges receipt of Part 2 of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Part 2A Appendix 1 of Form ADV, if the client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment adviser, then the client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

Wealth Management Solutions LLC

Client Signature: _____ Investment Advisor Representative _____

Client Signature: _____ Investment Advisor Representative _____

**SCHEDULE "A" AMENDMENT TO
HOURLY INVESTMENT COUNSELING**

Limited Project Services Requested:

- | | | |
|--|---|--|
| <input type="checkbox"/> Personal Financial Planning | <input type="checkbox"/> Retirement Planning | <input type="checkbox"/> Mortgage/Debt Analysis |
| <input type="checkbox"/> Budgeting | <input type="checkbox"/> Education Planning | <input type="checkbox"/> Business Financial Planning |
| <input type="checkbox"/> Cash Flow Planning | <input type="checkbox"/> Estate Planning | <input type="checkbox"/> Business Tax Planning |
| <input type="checkbox"/> Charitable Planning | <input type="checkbox"/> Insurance Analysis | <input type="checkbox"/> Real Estate Analysis |
| <input type="checkbox"/> Corporate Structure | <input type="checkbox"/> Investment Planning | <input type="checkbox"/> Retirement Planning |
| <input type="checkbox"/> Personal Tax Planning | <input type="checkbox"/> Lines of Credit Analysis | <input type="checkbox"/> Tax Preparation |
| <input type="checkbox"/> _____ | <input type="checkbox"/> _____ | <input type="checkbox"/> |

Fee Method

- Bill Fee's Monthly in arrears
- Deduct Fee's from Account (See Schedule B) Monthly in arrears
- Pay Installments of: _____

Estimate of Number of Hours to Complete Project: _____

Hourly Rate: _____

Estimate of Total Fee: _____

In no case will clients be required to prepay \$500, six months or more in advance.

**SCHEDULE "B" AMENDMENT TO
HOURLY INVESTMENT COUNSELING**

Supplemental Fee Withdrawal Authorization

Client(s): _____

Account No. of Managed Assets: _____

Managed Mutual Fund/Variable Annuity/Variable Life: _____

The undersigned ("Client") has entered into an Investment Advisory Agreement with Wealth Management Solutions LLC, ("WMS"), for investment management of Client's account referenced above (the "Account"). Client hereby authorizes the independent custodian or trustee of Client's funds and/or securities in account no. _____, Mutual Fund/Variable Annuity/Variable Life _____ to deduct therefrom and remit directly to WMS when due the advisory fees payable to WMS in respect to investment management of the Account.

Client understands that this authorization shall remain effective until revoked by Client upon written notice to WMS and the independent custodian or trustee. Client further understands that:

1. WMS will send advisory fee statements to the custodian or trustee of the Account which shows the amount of the advisory fee;

And

2. The custodian or trustee of the Account will send to the Client a statement at least quarterly indicating all amounts disbursed from the Account including the amount of advisory fees paid directly to WMS.

NON-QUALIFIED ACCOUNTS - By my signature so written below, I/We acknowledge that, should this withdrawal be from a non-qualified tax-deferred account, I/We may incur a tax consequence on the amount withdrawn. I/We further understand that if either party is under 59 ½, I/We may be subject to an additional tax penalty.

QUALIFIED ACCOUNTS - We ask the Trustee/Custodian to code this withdrawal as a non-taxable expense of the IRA and NOT as a taxable distribution to me. This request is based on the predication that this account is responsible for the payment of Advisory Fees and therefore this expense should be considered fees of the IRA trust. (Ref: Letter Ruling 9005010, November 2 1989, UIL No. 0408.04.00)

Date

X _____
Client Signature

Date

X _____
Co-Client Signature

Wealth Management Solutions LLC

Date

By: _____
Principal