

For Office Use Only	
Type	_____
Terms	_____
Inv No.	_____

**FINANCIAL PLANNING AGREEMENT**

THIS FINANCIAL PLANNING AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between Personal Financial Advisors, Inc. (hereinafter called the investment adviser) and \_\_\_\_\_ (hereinafter called the client).

**WITNESSETH**

WHEREAS the client is desirous of obtaining financial planning services from the investment adviser; and

WHEREAS the client is in need of certain guidance and advice with respect to his personal financial planning; and

WHEREAS the investment adviser is engaged in the practice of providing guidance and advice to selected clients; and

WHEREAS it is the intention of the investment adviser to fully comply with the Investment Advisers Act of 1940, 15 U.S.C. Section 80-b, et. seq.; and

WHEREAS it is the intention of the investment adviser to comply with all state and local laws and regulations.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

FIRST: The client hereby agrees to submit to the investment adviser any and all pertinent data with respect to the said client's financial and investment situation so that the investment adviser may study and analyze the situation and make recommendations within that context.

SECOND: It is hereby agreed by the investment adviser that any and all data submitted in accordance with Paragraph FIRST, above, shall be treated on a strictly confidential basis.

THIRD: The investment adviser hereby agrees to study and analyze the client's financial situation and investment situation including but not limited to such considerations as ownership of assets, insurance situation, tax planning consideration, investment portfolio and various benefit arrangements, and will provide its services as a fiduciary.

FOURTH: The investment adviser hereby agrees to furnish the client with a substantive and comprehensive discussion in conjunction with the client's financial situation and investment situation. The client understands that neither the investment adviser nor any of its principals is qualified to practice law or accounting. It shall be further agreed by and between the parties hereto that the investment adviser shall not take possession or control of any securities of the client.

FIFTH: It is expressly agreed by and between the parties hereto that the client may choose any party of his choice to implement the suggestions and recommendations of the written financial plan prepared by the investment adviser.

SIXTH: It is hereby agreed that the client may choose any insurance broker, brokerage firm or broker/dealer he wishes for the implementation of the suggestions and recommendations made by the investment adviser herein.

SEVENTH: It is expressly agreed by and between the parties that the client is free to follow, or disregard, in whole or in part, any recommendations, suggestions, or advice made by the investment adviser to the client.

EIGHTH: It is agreed by the investment adviser that the client may make information or suggestions and/or advice given by the investment adviser available to any professional adviser employed or retained by the client to assist in the implementation of the suggestions and/or advice given by the investment adviser.

NINTH: It is agreed by and between the parties hereto that the client shall make and be fully responsible for any and all decision relating to any advice given by the investment adviser.

TENTH: It is understood by the client that the investment adviser is an OHIO CORPORATION registered as an investment adviser *with all of the appropriate regulatory organizations* and that the investment adviser has fully complied with The Investment Advisers Act of 1940, 15 U.S.C. Section 80b-1 et. seq., and with any and all other regulatory provisions and requirements, both state and/or local.

ELEVENTH: The client acknowledges the fact that (a) the investment adviser has fully explained the entire structure upon which this contractual relationship is based; (b) that the fee shall be \$\_\_\_\_\_ per year for a full Financial Plan. It is further understood that this fee shall be predicated upon the investment adviser performing such activities as organizing and collecting data and documents in connection with the client's financial planning situation, studying and analyzing the client's data and existing documents, providing methods for the prompt and effective implementation of the client's objectives and discussions with the client in the foregoing areas; (c) that the fee is negotiable; (d) that in the event there has been an overpayment by the client, this overage shall be refunded along with the presentation of the

written financial plan; (e) that the fee is based on the client's *net worth* which includes all cash, life insurance cash values, real estate, investments, motor vehicles, current debts, mortgage, and loans.

TWELFTH: The investment adviser hereby retains the express right for whatever reason, to terminate its employment. However, the client shall have the same express right for whatever the reason, to terminate its relationship with the investment adviser.

THIRTEENTH: (a) By reason of the *applicable securities laws and regulations*, no assignment of this agreement shall be permitted without the express written consent of the client. (b) By reason of the terms and provisions of *applicable securities laws and regulations*, no fee due to the investment adviser may be based in any manner or respect on capital gains or capital appreciation of assets held by the client.

FOURTEENTH: It is hereby agreed by and between the parties that this agreement shall only apply to financial and investment advice contained in the financial plan individually prepared for the client and shall have nothing to do with any advice given by any other adviser or professional counselor.

FIFTEENTH: It is agreed by and between the parties hereto that this agreement encompasses and embodies all terms, understandings and agreements by and between that parties and the terms may not be amended except in writing by the parties hereto.

SIXTEENTH: It is agreed by and between the parties that any and all unearned or unapplied fees shall immediately be refunded by the adviser to the client.

SEVENTEENTH: It is hereby agreed by the adviser that the client shall enjoy the benefit of a five (5) day penalty free right of rescission of this contract.

EIGHTEENTH: 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 Schedule H 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, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

NINETEENTH: It is expressly agreed by and between the parties to this agreement that the adviser shall not exercise discretionary authority over any client assets.

TWENTIETH: This agreement may be terminated, for any reason, by either the investment adviser or the client.

TWENTY FIRST: This agreement shall be considered an Ohio contract and shall be construed and interpreted according to the laws of the STATE OF OHIO.

TWENTY SECOND: Client hereby acknowledges having received a copy of Adviser's Privacy Policies as required under the Graham-Leach-Bliley Act, Regulation S-P.

TWENTY THIRD: It is agreed by and between the parties that PFA shall have trading authority even though it does not have discretionary authority.

TWENTY FOURTH: It is agreed by and between the parties hereto that the adviser is authorized to place trades in client accounts, but only with the prior consent of the client.

TWENTY FIFTH: In the event the client needs to withdraw funds from their account, including the payment of advisory fees, the adviser, with the permission of the client, may have trading authority over the account in order to process such request.

TWENTY SIXTH: The Client *consents to electronic delivery of required disclosure documents* and other communications by the Adviser. Such consent will remain effective unless revoked by the Client, in writing. The Adviser will transmit information by email in text, PDF, Microsoft Word, or other formats that can be readily viewed, printed, and saved. The Client has provided the Adviser with one or more valid email addresses that the Adviser may use to communicate with the Client. The Client may revoke its consent to receive communications electronically at any time by notifying the Adviser.

I (We) consent to electronic delivery of  
required disclosure documents.

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Email Address

IN WITNESS WHEREOF, the parties have executed this investment advisory agreement this \_\_\_\_ day of \_\_\_\_\_, 2017 at Pickerington, Ohio.

Personal Financial Advisors, Inc.

\_\_\_\_\_  
BY: David J. Stone, CFP™

\_\_\_\_\_  
Client

\_\_\_\_\_  
Client

Payment Options:

Direct Bill, Checks made payable to 'Personal Financial Advisors'

- Monthly
- Quarterly
- One Time Payment

Investment Withdrawal

- Monthly
- Quarterly
- One Time Withdrawal

Credit Card

- Monthly
- One Time Charge

Visa, MasterCard, Discover, American Express (circle one)

Card No. \_\_\_\_\_

Name as it appears on card: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Authorization Code: \_\_\_\_\_

\_\_\_\_\_  
(Signature)