

## FINANCIAL PLANNING AND CONSULTING AGREEMENT

AGREEMENT, made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ between the undersigned party, \_\_\_\_\_, whose mailing address is \_\_\_\_\_ (hereinafter referred to as the “CLIENT”), and ALPHA INVESTMENT ADVISORY AND MANAGEMENT, INC., a registered investment adviser, whose principal mailing address is at 15760 Cedar Grove Lane, Wellington, Florida 33414 (hereinafter referred to as the “PLANNER”).

1. Financial Planning/Consulting Service(s). The PLANNER shall provide CLIENT with the financial planning and/or consulting services as designated by the CLIENT on the annexed Schedule “A”. PLANNER’s recommendations (i.e. investments, estate planning, retirement planning, taxes, insurance, etc.) shall be discussed by the PLANNER with the CLIENT and may be implemented, at CLIENT’s sole discretion, with the corresponding professional adviser(s) (i.e. broker, accountant, attorney, etc.) of CLIENT’s choosing. CLIENT acknowledges that in respect to estate planning matters, PLANNER’s role shall be that of a facilitator between the CLIENT and his/her/its corresponding professional adviser(s). The CLIENT should defer to his/her/its attorney or accountant. The current estimated charge and payment terms for the initial financial planning and/or consulting services designated by the CLIENT is set forth on the annexed Schedule “A”. If the CLIENT terminates, in writing, PLANNER’s financial planning services, the balance, if any, of PLANNER’s financial planning fee shall be paid by the CLIENT, including the fee due for services rendered by the PLANNER but not previously invoiced to the CLIENT (in the alternative, if the CLIENT has prepaid any portion of the PLANNER’s fee, the balance, if any, of any unused portion of PLANNER’s fee shall be refunded to the CLIENT). In addition to PLANNER’s fee, the CLIENT shall be responsible for reimbursement of all out-of-pocket expenses reasonably incurred by the PLANNER in furtherance of the services to be provided under this Agreement. Upon completion of the services set forth on Schedule “A”, PLANNER’s initial engagement and corresponding responsibilities/obligations shall have concluded. In the event CLIENT’s financial situation or objectives change, CLIENT may engage PLANNER to review its previous services and/or recommendations, and/or to provide other consulting services. Any such additional services shall be provided at PLANNER’s then current hourly rate or some other mutually agreeable fee arrangement.

### 2. Scope of Engagement.

(a) The CLIENT agrees to provide information and/or documentation requested by PLANNER in furtherance of this Agreement as pertains to CLIENT’s objectives, needs and goals, and to keep PLANNER informed of any changes regarding same. The CLIENT acknowledges that PLANNER cannot adequately perform its services for the CLIENT unless the CLIENT diligently performs his responsibilities under this Agreement. PLANNER shall not be required to verify any information obtained from the CLIENT, CLIENT’s attorney, accountant or other professionals, and is expressly authorized to rely thereon. **The CLIENT is free at all times to accept or reject any recommendation from PLANNER, and the CLIENT acknowledges that he has the sole authority with regard to the implementation, acceptance, or rejection of any recommendation or advice from PLANNER;**

(b) CLIENT authorizes PLANNER to respond to inquiries from, and communicate and share information with, CLIENT’s attorney, accountant and other professionals to the extent necessary in furtherance of PLANNER’s services under this Agreement;

(c) The CLIENT is free to obtain legal, accounting, and brokerage services from any professional source to implement the recommendations of PLANNER. CLIENT will retain absolute discretion over all implementation decisions;

(d) The CLIENT maintains sole responsibility to notify the PLANNER if there is a change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising PLANNER’s previous recommendations and/or services; and

(e) PLANNER’s financial planning and consulting services pursuant to this Agreement do not include investment implementation, supervisory, management, or reporting services, nor the regular review or monitoring of a CLIENT’s investment portfolio. In the event the client desires that PLANNER provide investment supervisory or management services, such engagement shall be set forth in a separate *Investment Advisory Agreement* between PLANNER and the CLIENT, for which services PLANNER shall be paid a separate and additional fee.

3. Investment Consulting. To the extent specifically designated by the **CLIENT** on the annexed Schedule “A”, the **PLANNER** may provide the **CLIENT** with portfolio review and non-discretionary investment consulting services. If so designated, the **PLANNER** shall review the **CLIENT**’s existing investment portfolio, and then provide corresponding investment recommendations and advice consistent with the **CLIENT**’s designated investment objective(s), all of which recommendations and advice shall be based exclusively upon the information provided to the **PLANNER** by the **CLIENT**. In the event that a **CLIENT**’s personal/financial situation or investment objective(s) change, it is the **CLIENT**’s responsibility to notify the **PLANNER** accordingly for the purpose of the **PLANNER** reviewing/evaluating/revising previous recommendations, which follow-up services could be subject to an additional mutually agreed upon fixed-fee or an hourly rate charge. The **CLIENT** maintains absolute discretion as to whether or not to accept any of the **PLANNER**’s investment recommendations. **PLANNER**’s investment consulting service is generally intended to provide limited investment advice to those individuals who do not wish to engage the **PLANNER** for comprehensive ongoing investment advisory services. The **PLANNER**’s investment consulting service **does not** include investment implementation nor ongoing investment supervision, monitoring, or reporting services. Should the **CLIENT** desire comprehensive investment advisory services, the **CLIENT** may engage the **PLANNER** to provide same (see paragraph 2(e) of this **Agreement**). The **CLIENT** acknowledges that past performance may not be indicative of future results, and understands that the future performance of any specific investment or investment strategy (**including** the investments and/or investment strategies recommended by the **PLANNER**) may not be profitable or equal historical performance level(s). In the event that the **PLANNER** is requested to provide consulting services with respect to a retirement plan sponsored by the **CLIENT**’s employer, the **CLIENT** acknowledges that the **PLANNER**’s recommendations shall be limited to the investment alternatives provided by the retirement plan.

4. Investment Risk/No Guarantee. The **CLIENT** acknowledges and accepts that investments have varying degrees of financial risk and that there can be no guarantee that any investment will be profitable. The **CLIENT** further acknowledges that **PLANNER** shall not be responsible for any adverse financial consequences to **CLIENT**’s investment assets: (1) if such investments were consistent with the **CLIENT**’s designated investment objectives; or, (2) resulting from the investment decisions (or any other errors, actions or omissions) made by the **CLIENT**’s other investment advisors, including, but not limited to, those investment advisers that have discretionary authority over all or a portion of the **CLIENT**’s assets. .

5. Termination. This **Agreement** shall remain in effect until terminated in writing by either party.

6. Disclosure Statement. The **CLIENT** hereby acknowledges prior receipt of a copy of the Disclosure Statement of the **PLANNER** as same is set forth on Part II of Form ADV (Uniform Application for Investment Adviser Registration). **CLIENT** further acknowledges that he has had a reasonable opportunity (i.e. at least 48 hours) to review said Disclosure Statement, and to discuss the contents of same with professionals of his choosing, prior to the execution of this **Agreement**. If the **CLIENT** has not received a copy of the **PLANNER**’s Disclosure Statement at least 48 hours prior to execution of this **Agreement**, the **CLIENT** shall have 5 business days from the date of execution of this **Agreement** to terminate **PLANNER**’s services without penalty.

7. PLANNER Liability. The **PLANNER** shall only be responsible for those services that the **CLIENT** has specifically designated to be the subject of the **PLANNER**’s services under this **Agreement**. The **PLANNER**, acting in good faith, shall not be liable for any action, omission, investment recommendation/decision, or loss in connection with this **Agreement**. The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which the **CLIENT** may have under any federal or state securities laws.

8. Assignment. This **Agreement** may not be assigned by either the **CLIENT** or the **PLANNER** without the prior consent of the other party. The **CLIENT** acknowledges and agrees that transactions that do not result in a change of actual control or management of the **PLANNER** shall not be considered an assignment.

9. Arbitration. Subject to the conditions and exceptions noted below, and to the extent not inconsistent with applicable law, in the event of any dispute pertaining to **PLANNER**’s services under this **Agreement**, both **PLANNER** and **CLIENT** agree to submit the dispute to arbitration in accordance with the auspices and rules of the American Arbitration Association (“AAA”), provided that the AAA accepts jurisdiction. **PLANNER and CLIENT understand**

that such arbitration shall be final and binding, and that by agreeing to arbitration, both **PLANNER** and **CLIENT** are waiving their respective rights to seek remedies in court, including the right to a jury trial. **CLIENT** acknowledges that he/she/it has had a reasonable opportunity to review and consider this arbitration provision prior to the execution of this **Agreement**. **CLIENT** acknowledges and agrees that in the specific event of non-payment of any portion of **PLANNER**'s fee pursuant to this **Agreement**, **PLANNER**, in addition to the aforementioned arbitration remedy, shall be free to pursue all other legal remedies available to it under law, and shall be entitled to reimbursement of reasonable attorneys fees and other costs of collection.

10. Amendments. The **PLANNER** may amend this **Agreement** upon written notification to the **CLIENT**. Unless the **CLIENT** notifies the **PLANNER** to the contrary, in writing, the amendment shall become effective thirty (30) days from the date of mailing.

11. Privacy Notice. The **CLIENT** acknowledges receipt of the **PLANNER**'s *Privacy Notice*.

12. Applicable Law/Venue. This **Agreement** supersedes and replaces, in its entirety, all previous financial advisory agreement(s) between the parties. To the extent not inconsistent with applicable law, this **Agreement** shall be governed by and construed in accordance with the laws of the State of Florida. In addition, to the extent not inconsistent with applicable law, the venue (i.e. location) for the resolution of any dispute or controversy between **PLANNER** and **CLIENT** shall be the County of Palm Beach, State of Florida.

13. Electronic Delivery. The **CLIENT** authorizes the **PLANNER** to deliver, and the **CLIENT** agrees to accept, all required regulatory notices and disclosures via electronic mail, as well as all other correspondence from the **PLANNER**. **PLANNER** shall have completed all delivery requirements upon the forwarding of such document, disclosure, notice and/or correspondence to the **CLIENT**'s last provided email address.

14. Authority. The **CLIENT** acknowledges that he/she/they have all requisite legal authority to execute this **Agreement**. The **CLIENT** correspondingly agrees to immediately notify the **PLANNER**, in writing, in the event that this representation should change.

IN WITNESS WHEREOF, the **CLIENT** and **PLANNER** have each executed this **Agreement** on the day, month and year first above written.

\_\_\_\_\_  
, Client

\_\_\_\_\_  
, Client

**ALPHA INVESTMENT ADVISORY AND MANAGEMENT, INC.**

By: \_\_\_\_\_