



Center for **Financial Planning**, Inc.®

FINANCIAL ADVISORY AGREEMENT

This Agreement describes the relationship between Center for Financial Planning, Inc.® (hereinafter “Adviser”) and _____ (hereinafter “Client”) entered into this _____ day of _____, 20____.

I. **SCOPE OF ENGAGEMENT - COMPREHENSIVE FINANCIAL PLANNING SERVICES MAY INCLUDE THE FOLLOWING (Check all that apply):**

- Goal identification and clarification
- Develop or update Net Worth Statement
- Prepare cash flow estimates
- Analysis of the last 1-2 years income tax returns and determine strategies to decrease income tax liability
- Review and analyze risk management areas (circle those applicable): life insurance, disability, long term care, property & casualty insurance
 - LTC Review required for clients age 50 and over
- College funding goals for children (or grandchildren). Review suitable funding options
- Comprehensive investment review. Review of general asset allocation as well as specific holdings
- Estate and Charitable Planning
- Financial Independence review. Retirement income analysis
- Financial Advice during Divorce
- Elder Care Planning
- Consult and assist in implementing strategies, when necessary, with other advisors (such as attorneys, accountants, insurance professionals, registered representatives/stock brokers, and real estate agents).
- Other: _____



II. FINANCIAL PLANNING FEES

Financial Planning Fees are generally based on the amount of time required by the advisory team, including coordination with outside advisors in the analysis and design of your financial plan. Fees are determined on a per case basis and are negotiable. Fees are not based on the capital gains or appreciation of an investment account. Under no circumstances will the firm earn fees in excess of \$500 more than six months in advance of services rendered.

- A. INITIAL PLANNING FEE:** This agreement will cover services to be provided through the period ending _____, 20____. A flat fee, regardless of the actual number of hours performed, is determined by estimating the total number of hours required over this period based upon your unique circumstances. The fee may include a written report, office visits and phone calls to discuss, revise and implement Client's personal planning. Fees are due upon presentment of written recommendations and are payable to "Center for Financial Planning, Inc."

Initial Planning Fee (Check one):

- \$1,500
- \$3,000
- Other: \$ _____
- Not Applicable

- B. ANNUAL FINANCIAL PLANNING FEE:** Adviser recommends a periodic review to monitor overall progress and to formulate new strategies to move toward the desired financial, income tax, estate, family and risk management goals and objectives. The review may be a brief update or an overall reassessment of your plan. Some clients may have all or part of their annual review fee waived as a result of our overall relationship. If fees have been pre-paid and either party terminates the contract, such fee will be prorated based upon the number of days the advisory agreement was in effect, and any unused fee will be refunded.

- \$125/month or \$1,500/year beginning _____, 20____
- \$250/month or \$3,000/year beginning _____, 20____
- Waived as a result of our overall relationship

- C. HOURLY RETAINER:** The above advisory services will be provided on an hourly basis at a current rate of \$250 per hour. Once this Agreement is in effect, Client has the right, at any time, to be informed of how many hours of advisory services have been performed.



III. INVESTMENT ADVISORY SERVICES

Adviser provides investment management services to individuals and firms on a NON-DISCRETIONARY OR DISCRETIONARY basis. Recommendations are based on the Client's needs, investment objectives, financial status, tax status, and risk tolerance, among other factors.

Discretionary – The Adviser will manage the Client's securities portfolios on a discretionary basis and have limited power of attorney to execute transactions on behalf of the client without obtaining specific client consent prior to every transaction. This authority is limited to securities contained in the Client's managed account.

Non-discretionary – Client will be notified prior to the sale or purchase of any or all of the securities contained in the Client's managed account. The Adviser will not execute any transaction in the managed account without prior Client approval.

IV. INVESTMENT ADVISORY FEES

The following schedule establishes the fee payable by Client for Investment Advisory Services:

ACCOUNT VALUE*	QUARTERLY FEE	ANNUALIZED FEE
<u>Accounts less than \$350,000</u>	.30%	1.20%
<u>All Accounts Greater than \$350,000</u>		
First \$750,000	.25%	1.00%
Next \$1,750,000 (\$750,001-\$2,500,000)	.20%	0.80%
Next \$2,500,000 (\$2,500,001-\$5,000,000)	.15%	0.60%
Next \$5,000,000 (\$5,000,001-\$10,000,000)	.125%	0.50%
Next \$5,000,000 (\$10,000,001-\$15,000,000)	.10%	0.40%
Assets over \$15,000,000	.075%	0.30%

*Clients with multiple accounts will have assets aggregated for breakpoints.

Advisory fees will be charged quarterly in advance. The initial fee will be calculated from the date of this agreement or when the account is funded, to the end of the quarter. Subsequent fees will be based upon the total asset value of the client's account(s) at the end of the previous quarter. Such fees shall become due and payable the following business day.

Client will be required to execute the applicable Passport Non-Discretionary Agreement or Passport Discretionary Agreement that provides further details.



V. TAX DEDUCTIBLE EXPENSE

Generally, advisory fees and similar expenses paid or incurred by an individual in connection with investments held by an individual are deductible, with limitations, as an itemized miscellaneous deduction. Client should consult their tax advisor for specific limitations.

VI. CONFIDENTIALITY

All information and advice furnished by either party to the other, including their agents and employees, shall be treated as confidential and not disclosed to third parties except as agreed upon or required by law. The Adviser and its employees shall exercise diligence and care with respect to any and all information relating to the Client.

VII. ADVISER & CLIENT RESPONSIBILITIES

- A.** Client shall furnish all current information required by Adviser to perform appropriate financial analysis under this Agreement. Analysis and recommendations will be made based on the information submitted and the economic, family and investment circumstances, as well as tax and securities laws in effect during the time of services. Client understands that they must inform the Adviser in the event that their personal or financial circumstances change. The Client acknowledges that Adviser obtains information from a wide variety of publicly available sources and that Adviser has no sources, and does not claim to have sources, of inside or private information. The recommendations developed by Adviser are based upon the professional judgment of Adviser and its Investment Adviser Representatives and neither can guarantee the results of any recommendations. Client may choose to follow or ignore, completely or in part, any information, recommendation or consultation given by Adviser under this Agreement.
- B.** Client agrees that Adviser shall not be liable for anything done or omitted by it under the Agreement so long as it shall have acted in good faith, and if negligent, willful or reckless misconduct or violation of applicable law is not involved. The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement will waive or limit any rights that Client may have under federal and state securities law.
- C.** It is the policy of Adviser not to vote proxies on behalf of Clients. Custodians are directed to forward all shareholder related materials to the owner of the account.
- D.** Adviser may retain copies of documents, papers, or other information in the Client file, unless Client specifically requests otherwise. Client agrees that, as part of Adviser's services, Adviser may from time-to-time consult with attorneys, accountants and other professionals regarding Client's financial affairs. Client authorizes Adviser to disclose such information, as Adviser, in Adviser's sole discretion, deems appropriate for the purpose of carrying out this Agreement. Client understands that Adviser possesses no privilege of confidentiality under the law. Privacy Notice – see attached.



- E.** Client is under no obligation to follow any recommendation made by Adviser or to alter his or her personal or business affairs in any manner. Client may either follow or disregard, wholly or partially, any information, recommendation or advice given by Adviser. However, Client understands that recommendations made are frequently integrated and independent; carrying out a recommendation in isolation may not meet Client's objectives and should be discussed with Adviser prior to doing so. Client will be fully responsible for all decisions relating to the advice given.

VIII. LEGAL AND TAX ADVICE

It is Client's responsibility to consult with his or her own legal and tax counsel where such consultation is deemed necessary. Client agrees that his or her personal attorney and/or accountant shall be responsible for the rendering and/or preparation of the following: (i) all legal and accounting advice, (ii) all legal and accounting opinions and determinations and, (iii) all legal and accounting documents.

Notwithstanding the above, Timothy Wyman, an Investment Adviser Representative of Adviser, is a licensed attorney and as such may from time to time prepare estate-planning documents at the request of Client. Client understands that these legal services are separate and distinct from the financial planning and investment services offered by Adviser and RJFS. Neither the Adviser nor RJFS is responsible for nor provides legal advice and receives no compensation for such services. The Client is under no obligation to use these services and is free to seek legal services wherever they choose. Any fees required for legal or tax services are not included in this agreement.

IX. ARBITRATION

Adviser and Client agree that all controversies which may arise between them concerning any transaction, or the construction, performance, or breach of this Agreement shall be determined by arbitration. Any arbitration shall be in accordance with the rules, then applying, of the FINRA, the NYSE, the ASE, the Chicago Board of Options Exchange, or the American Arbitration Association, as Client may elect. If Client fails to make this election within 5 days of receipt of a written request from the Adviser to make such election, then Client authorizes Adviser to make this election. Judgment upon the award rendered by the arbitrators may be entered into any court of competent jurisdiction. This agreement to arbitrate does not apply to any controversy for which a remedy may exist pursuant to any right under federal securities laws. This clause is not a waiver of any right to choose a judicial forum, where such a waiver would be void under federal or state securities laws. Client has the right to seek redress in a court of competent jurisdiction.



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X. CONFLICTS OF INTERESTS

The Investment Adviser Representatives of Adviser receive a portion of the Advisory fee and are registered securities representatives affiliated with Raymond James Financial Services, Inc. ("RJFS") of St. Petersburg, Florida, a registered FINRA/SIPC broker/dealer that is a separate and distinct company from the Adviser. In that capacity the individual may provide securities brokerage services through Raymond James which involve securities not transacted in Client's PASSPORT account pursuant to this Agreement. In the event a brokerage account is appropriate, such securities transactions may cause a commission to be paid to Raymond James and, if so, the Investment Adviser Representative will receive a portion of said commission. Securities offered through Raymond James Financial Services, Inc., Member FINRA/SIPC. Center For Financial Planning, Inc. is not affiliated with Raymond James Financial Services.

Investment Adviser Representatives of Adviser are licensed to transact business on behalf of various insurance companies. The Client is under no obligation to execute his or her insurance purchases through an Investment Adviser Representative of the Adviser. The Client may use any broker or agent of his or her choice. In the event Client elects to transact insurance business through an Investment Adviser Representative acting in such a capacity, the Investment Adviser Representative will receive the normal and customary commission compensation paid by the insurance company. Please review our Form ADV Part 2 for additional information.

XI. FORM ADV PART 2, PRIVACY POLICY & BUSINESS CONTINUITY DISCLOSURE

The Adviser is an investment Adviser registered with the Securities & Exchange Commission. The Form ADV contains important disclosures about the advisory process, the Adviser's fees, and the background and experience of advisory associates. Additional information about the Adviser is publicly available and may be viewed at <http://www.adviserinfo.sec.gov/>. Client is encouraged to review this information. By signing this Agreement, Client agrees to its provisions and acknowledges receipt of the Adviser's Form ADV Part 2 to include Schedule F, Privacy Policy, and Business Continuity Disclosure Statement.

XII. MISCELLANEOUS PROVISIONS:

- A. This Agreement shall be governed by the laws of the State of Michigan and the Investment Advisers Act of 1940.
- B. Adviser shall not assign this Agreement without prior written consent of Client.
- C. No modification or amendment to this Agreement shall be effective unless made in writing and signed by Client and Adviser. This Agreement shall be applicable only to financial advice contained in the financial analysis or investment recommendation individually prepared for Client and shall not relate to any advice given by any person or persons not specifically designated by Adviser in writing to perform such services.



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- D. 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.
- E. 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.
- F. Copies of agreements shall be held in the offices of Adviser for inspection by appropriate regulatory bodies as required.

XIII. TERMINATION

Upon termination, Client will receive a refund of any unearned fees. Client shall have a period of (5) five business days from the date of signing this Agreement to unconditionally rescind the Agreement and receive a full refund of all fees paid. Thereafter, either party may terminate this Agreement by written notification (10) ten days prior to delivery of the plan or completion of the service.

I have read the foregoing Agreement, understand the provisions set forth therein, and acknowledge receipt of Part 2 of the ADV registration form under the Investment Advisers Act of 1940. IN WITNESS WHEREOF, I have this date executed this Agreement.

Client Signature

Date

Client Signature

Date

Client Address

ACCEPTED BY CENTER FOR FINANCIAL PLANNING, INC.:

Investment Adviser Representative

Date



Center for Financial Planning, Inc.®

PRIVACY POLICY NOTICE

OUR PROMISE TO YOU

As a client of CENTER FOR FINANCIAL PLANNING, INC., you share both personal and financial information with us. Your privacy is important to us, and we are dedicated to safeguarding your personal and financial information.

Information Provided by Clients

In the normal course of doing business, we typically obtain the following non-public personal information about our clients:

- Personal information regarding our clients' identity such as name, address and social security number;
- Information regarding securities transactions effected by us; and
- Client financial information such as net-worth, assets, income, bank account information and account balances.

HOW WE MANAGE AND PROTECT YOUR PERSONAL INFORMATION

We do not sell information about current or former clients to third parties, nor is it our practice to disclose such information to third parties unless requested to do so by a client or client representative or, if necessary, in order to process a transaction, service an account or as permitted by law. Additionally, we may share information with outside companies that perform administrative services for us. However, our contractual arrangements with these service providers require them to treat your information as confidential.

In order to protect your personal information, we maintain physical, electronic and procedural safeguards to protect your personal information. Our Privacy Policy restricts the use of client information and requires that it be held in strict confidence.

CLIENT NOTIFICATIONS

We are required by law to annually provide a notice describing our privacy policy. In addition, we will inform you promptly if there are changes to our policy.

Please do not hesitate to contact us with questions about this notice.



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BUSINESS CONTINUITY PLANNING – DISCLOSURE STATEMENT

Center For Financial Planning, Inc. has established the Business Continuity Planning (BCP) team of professionals who focus on preparing for potential business disruptions to ensure maintenance of critical operations even during emergency situations.

Rather than attempting to plan for every possible situation that could occur, the team has established baseline requirements and strategies that are applicable to a variety of emergencies.

In addition to having plans in place, the BCP team conducts regular exercises to test strategies and systems and periodically reports its activities to the partners of the Center for Financial Planning.

INCIDENT MANAGEMENT

Emergency Contact Persons (ECP) have been established to manage situations that might impact the firm and clients. The first ECP member successfully communicated with during an incident will manage the firm's response to the situation.

In addition, ECP is responsible for disseminating consistent and timely messages to employees, clients, business partners, regulators and the media.

DATA RECOVERY AND MANAGEMENT

Data retention and backup procedures, including tape backup and offsite storage, are in place, offering a tertiary layer of data accessibility should the need arise.

GENERAL BUSINESS CONTINUANCE

In the event of an emergency at the company's office, staff will be directed to report to our Alternative Physical Location. It is the company's goal to recover from an event isolated to our offices within 24 hours or less. This goal may be negatively impacted by circumstances beyond our control. Clients maintaining investment accounts with Raymond James & Associates should contact Raymond James & Associates directly at (727) 567-1000; (866) 323-5463, or (800) 572-0786.