

## **INVESTMENT ADVISORY AGREEMENT (PART 1 OF 2)**

The Investment Advisory Agreement Part 1 and Part 2 (“Agreement”) is entered into by the client(s) (“Client”) identified on the signature page on the Investment Advisory Agreement Part 2 and Rinaldi Wealth Management (“Advisor”), a Registered Investment Advisor (“RIA”), registered with the Securities and Exchange Commission (“SEC”). The effective date of the Agreement is the date of the last signature on the Investment Advisory Agreement Part 2. All parties agree to the following terms and conditions:

Client hereby appoints Advisor as an Investment Advisor to perform the services described, and Advisor accepts such appointment. Advisor shall be responsible for the management of the Client’s account(s) (“Account” or “Assets”) designated on the Investment Advisory Agreement Part 2.

Advisor is considered a fiduciary as defined under the Investment Advisers Act of 1940. As a fiduciary, Advisor must act in the best interest of the Client.

### **1. ADVISOR SERVICES**

- 1.1. On a discretionary basis, Advisor will recommend and create a custom portfolio for the Client based on the Assets to be managed. Investment selections and recommendations made by Advisor are determined based on a number of factors, including but not limited to the Client’s stated investment objectives, risk tolerance, liquid net worth, annual income, age, time horizon, tax situation, and other financial and suitability factors.
- 1.2. Advisor will initiate the steps necessary, including arranging for the transfer of funds or securities, to open Client’s Account(s) with Advisor.
- 1.3. Client delegates to Advisor all its powers regarding the investment and reinvestment of the Assets and appoints Advisor as Client’s attorney and agent in fact with full authority to buy, sell, or otherwise effect investment transactions involving the Assets in Client’s name for the Account.
- 1.4. Advisor is authorized, without prior consultation with Client, to buy, sell, trade, and allocate in and among stocks, bonds, exchange traded funds, mutual funds, variable annuity subaccounts, third-party asset managers, or other investment securities, and to give instructions to the broker-dealer or custodian of the Assets.
- 1.5. Advisor shall discharge its investment management responsibilities consistent with the Client’s designated investment objectives. Unless the Client has advised Advisor to the contrary, in writing (email is not sufficient), there are no restrictions that the Client has imposed upon Advisor with respect to the management of the Assets.
- 1.6. Advisor is authorized to rely on and act upon any information obtained from the Client’s attorney(s), accountant(s), or other professionals in connection with the terms of this Agreement. Client authorizes Advisor to respond to inquiries from, communicate, and share information with Client’s attorney(s), accountant(s), and other professionals to the extent necessary for Advisor to perform his or her services under this Agreement.

1.7. Client authorizes Advisor to communicate and share Client's Account information with custodian and other third parties, as may be necessary for the ongoing investment supervision and/or management of Client's Account.

1.8. To the extent this Agreement involves related clients (i.e., spouses, domestic partners, etc.), Advisor's services shall be based upon the joint goals communicated to Advisor. Advisor shall be permitted to rely upon instructions from either party with respect to the disposition of the assets or the Account(s), unless or until such reliance is revoked in writing (email is not sufficient) to Advisor. Advisor shall not be responsible for any claims or damages resulting from such reliance from any change in the status of the relationship between clients.

1.9. Client consents to Assets being included in "batch" trades. Transactions of Assets will be affected independently unless Advisor decides to purchase or sell the same securities for several clients at approximately the same time. Advisor may (but is not obligated to) combine or "batch" such orders to obtain best execution, negotiate more favorable commission rates, or allocate equitably among clients' differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among clients in proportion to the purchase and sale orders placed for each client account on any given day. Advisor shall not receive any additional compensation because of the aggregation. Advisor shall endeavor to process all asset transactions in a timely manner, but neither represent nor warrant that any such transaction shall be processed or effected by the broker-dealer and/or custodian on the same day as requested.

## **2. CLIENT RESPONSIBILITIES**

2.1. Client recognizes that the value and usefulness of the investment advisory services provided by Advisor will be dependent upon information that Client provides and upon Client's active participation in the formulation of the Account's investment objectives and risk tolerance. Client will advise Advisor promptly in writing (email is not sufficient) of any material change including but not limited to income, expenses, assets, liabilities, investment objectives, goals, needs, risk tolerance, retirement, household, and marital status. Advisor will not be responsible or liable for any damages or losses caused by Advisor's recommendations, advice, allocations, or decisions based upon inaccurate representations or omissions made by the Client or by the Client's attorney(s), accountant(s), and other professionals.

2.2. All authorizations, directions, instructions, and/or notices from the Client to Advisor must be submitted in writing (email is not sufficient), including notification of a change in the Client's investment objective(s) and/or risk tolerance. Advisor is not responsible or liable for relying upon any direction, notice, or instruction by Client until notice of any such changes under this Agreement have been actually received by Advisor in writing (email is not sufficient).

2.3. Client will also provide copies of statements and other documents as Advisor may reasonably request to facilitate evaluation and implementation of the Client's goals, needs, investment objectives and risk tolerance. Client will execute all advisor requested agreements, including limited powers of attorney, necessary or appropriate to enable Advisor to perform its investment advisory services hereunder.

2.4. Client will pay all Account charges and fees, including but not limited to commissions, taxes, and investment advisory fees.

2.5. Client may choose to buy, sell, trade, or hold investments selected by the Client in an Account covered by this Agreement ("Self-Directed Assets"). Self-Directed Assets will be held in the Account for the Client but are not subject to the investment advisory account services provided by Advisor under this Agreement. The Client will maintain ongoing responsibility for monitoring and disposition of Self-Directed Assets. The Client

acknowledges and agrees that Advisor will not have any responsibility nor liability arising from the management or performance of Self-Directed Assets.

2.6. Client represents and confirms that Client has full power and authority to enter into this Agreement and to give orders and other instructions with respect to the Account, and that the terms of this Agreement do not violate any obligation by which the Client is bound, whether arising by contract, operation of law, or otherwise, and that this Agreement has been duly authorized and will be binding according to its terms. Client will advise Advisor in writing (email is not sufficient) of any event that might affect this authority or the binding effect of this Agreement. Except to the extent Client has notified, or in the future notifies Advisor in writing (email is not sufficient), Client represents that the assets in the Account belong to Client free and clear of any liens or encumbrances.

2.7. Client certifies that the email address provided is a functioning email address owned and maintained by Client, or agent on behalf of Client, and that all electronic communications of Advisor sent to the email address shall be accessible by Client. Client agrees to receive forms, disclosures, reports, and other information from Advisor via email. Client agrees to notify Advisor in writing (email is not sufficient), of any change in the email address.

### **3. CUSTODIAN**

3.1. The term “custodian” for purposes of this Agreement, shall mean the financial institution, broker-dealer, or custodian which is maintaining the Client’s Account on behalf of the Client. The Assets shall be held by an independent custodian. Under no circumstances will Advisor act as custodian for the Account.

3.2. Advisor is authorized to give instructions to the custodian with respect to all investment decisions regarding the Assets and the custodian is hereby authorized and directed to effect transactions, deliver securities, and otherwise take such actions as Advisor shall direct in connection with the performance of Advisor’s obligations in respect of the Assets.

3.3. Transactions in the Account may incur additional transaction fees and/or other account charges.

3.4. In circumstances where a Client directs Advisor to use a certain broker-dealer, Client accepts the Advisor’s inability to negotiate commissions, to obtain volume discounts, disparity in commission charges among Clients, and conflicts of interest arising from brokerage firm referrals.

3.5. Advisor shall not be liable to Client for any act, conduct, or omission by custodian.

### **4. THIRD-PARTY ASSET MANAGER**

4.1. Advisor may select and appoint all or a portion of the Client’s Account assets to be managed by an outside Third-Party Asset Manager (“TPAM”). Client authorizes Advisor to select and appoint one or more TPAMs to provide services to Client’s Account without prior consultation with or the prior consent of Client.

4.2. TPAMs shall have all the same authority relating to the management, including fee deduction authority, of Client’s Account as is granted to Advisor in this Agreement. In addition, at Advisor’s discretion, Advisor may grant such TPAMs full authority to further delegate such discretionary investment authority to other TPAMs.

4.3. The specific investment advisory services provided by the TPAMs are described in more detail in the TPAM’s Form ADV Part 1 and 2A and will be subject to the TPAM’s separate investment advisory management agreement signed by the Client.

4.4. Client authorizes the TPAMs discretionary authority over Client’s Account assets managed by the TPAM.

4.5. TPAMs may use wrap programs. A wrap program is an investment advisory managed account that generally has the investment advisory fees, charges and expenses all “wrapped” into one account. Advisor may recommend TPAMs that may be sponsoring and/or managing their own proprietary wrap programs, and

those TPAMs will provide the specific investment advisory and management services related to Client's Account assets.

## **5. COMPENSATION**

5.1. The annual fee percentage for investment management services provided under this Agreement ("Client Fee") is on the Investment Advisory Agreement Part 2. The Client Fee will be paid quarterly (in advance or arrears) and paid based upon the market value of the Assets on the last day of the previous quarter. No portion of the Client Fee will be based on capital gains or appreciation of the Assets, known as a "Performance Fee". There will be no increase in the Client Fee without prior written 30 days advance notice.

5.2. If Client terminates relationship with Advisor prior to the end of a billing period, client may be charged a pro rata fee for the number of days services are provided during the final quarterly period. The effective termination date will be the date a written request (email is not sufficient) for termination is actually received by Advisor (not the date signed by the Client).

5.3. Advisor offers discretionary direct asset management services to Clients for an annual fee of no more than 1.5%. The annual fee is negotiable based upon certain criteria (e.g., historical relationship, type of assets, anticipated future earning capacity, anticipated future additional assets, dollar amounts of assets to be managed, related accounts, account composition, negotiations with Clients, etc.).

5.4. Advisor is authorized to instruct custodian to deduct from Client's Account(s) the amount of the Advisory Fees charged to Client for the investment advisory services performed under this Agreement. In addition to Advisor's annual fee, unaffiliated third parties may impose certain charges. These charges may include but are not limited to: [1] all mutual fund and exchange traded fund purchases, charges imposed directly at the fund level (e.g., management fees and other fund expenses); [2] TPAMs, the fees charged by each separate manager who is engaged to manage the Assets; and [3] custodial fees.

5.5. Advisory Fees will be applied to cash or liquidation of money market funds first. If such assets are insufficient to satisfy payment of the Advisory Fees, Client authorizes Advisor to instruct custodian or TPAMs to liquidate assets in Client's Account(s) to cover the Advisory Fees.

## **6. RISK ACKNOWLEDGMENT**

6.1. Advisor does not guarantee the future performance of any investment, strategy, or recommendations made to Client. Client understands that investments are subject to market fluctuations and risk, interest rate, currency, economic, political, and business risks, and that there is no guarantee the purchase or sale of any investment will result in profitable performance in Client's Account.

6.2. Advisor will not be responsible for the acts, omissions, or insolvency of any other agent, broker, custodian, TPAM, or the independent contractor selected to take any action or to negotiate or consummate any transaction for the Account.

6.3. Client acknowledges that Advisor's past performance and advice regarding Client's Account cannot guarantee future results. Client investments can appreciate or depreciate. Advisor does not guarantee or warranty that services offered will result in profit.

## **7. LIMITATION OF LIABILITY**

7.1. Except as otherwise provided by law, Advisor, nor any of (a) its officers, partners, or directors (or persons performing similar functions); (b) its employees and representatives; or (c) persons directly or indirectly controlling or controlled by Advisor (as defined in the Investment Advisors Act of 1940) acting in good faith, shall not be liable for any action, omission, investment recommendation/decision, or loss in connection the

acts and/or omissions of other professionals or third-party service providers recommended to the Client by Advisor, including a broker-dealer and/or custodian, attorney, accountant, insurance agent, TPAM, or any other professional. If the Account contains only a portion of the Client's total assets, Advisor shall only be responsible for those assets that the Client has designated to be the subject of Advisor's investment management services under this Agreement without consideration to those additional assets not so designated by the Client.

7.2. Advisor shall not be relieved of any liability imposed by the Investment Advisors Act of 1940 or any applicable state laws that cannot be waived. Nothing in this Agreement may be interpreted to limit or modify the investment adviser's fiduciary duties to its Clients and nothing in this Agreement shall be deemed a waiver of any right or remedy that a Client may have under federal or state securities laws.

7.3. Advisor nor the Client will be liable for indirect, special, consequential, exemplary, and/or punitive damages.

7.4. The failure by one party to require performance of any provision will not affect that party's right to require performance at any time after nor will a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach, default, or waiver of this Agreement or any provision of this Agreement.

7.5. Client acknowledges that investments have varying degrees of financial risk, and that Advisor shall not be responsible for any adverse financial consequences to the Account resulting from any investment that, at the time was made consistent with the Client's investment objectives. The Client further acknowledges and agrees that Advisor shall not bear any responsibility whatsoever for any adverse financial consequences occurring during the Account transition process (i.e., the transfer of the Assets from the Client's predecessor advisors/custodians to the Accounts to be managed by Advisor) resulting from: (1) securities purchased by Client's predecessor advisor(s); (2) the sale by Advisor of securities purchased by the Client's predecessor advisor(s) subsequent to completion of the Account transition process; and (3) any account transfer, closing or administrative charges or fees imposed by the previous broker-dealer and/or custodian.

7.6. This Agreement does not, and is not intended to, confer any rights or remedies upon any person other than the parties to this Agreement.

## **8. ASSIGNMENT**

8.1. This Agreement may not be assigned by either party without the written consent of the other party. However, Advisor may transfer its right and obligations under this Agreement if such transaction does not constitute an "assignment" for purposes of this Agreement as defined under the Investment Advisers Act of 1940.

8.2. The Client acknowledges and agrees that transactions that do not result in a change of actual control or management of Advisor shall not be considered an assignment.

## **9. NON-EXCLUSIVE SERVICES**

9.1. Client understands that Advisor may perform advisory services for various other Clients and may give advice or take actions for those Clients that differ from the advice given, or the timing, or the nature of any action taken, for Client.

9.2. Advisor, owners, and employees of Advisor may have or may take the same or similar positions in specific investments for their own account(s) or for the accounts of other clients. Client expressly acknowledges and understands that Advisor will be free to render investment advisory services to others and that Advisor does not make investment advisory services available exclusively to Client.

9.3. Nothing in this Agreement will impose upon Advisor any obligation to purchase or sell, or to recommend for purchase or sale, for or on behalf of Client any security which Advisor owners or employees, may purchase or sell for their own benefit or for the benefit of any other client, if in the reasonable opinion of Advisor such investment would be unsuitable for the Client or if Advisor determines it would not be in the best interest of the Client.

## **10. DEATH OR DISABILITY**

10.1. The death, disability, or incompetence of Client will not terminate or change the terms of this Agreement. However, Client's executor, guardian, attorney-in-fact, or other legally authorized representative may terminate this Agreement by giving written notice (email is not sufficient) to Advisor in accordance with the termination provisions in this Agreement.

10.2. The Client recognizes that the custodian, broker-dealer, or issuer may not allow execution of any additional transactions until such time as the required documentation, including but not limited to a certified death certificate, power of attorney, and/or other required authorization, is provided to and accepted by the custodian, broker-dealer, or issuer.

## **11. DURATION AND TERMINATION**

11.1. This Agreement will continue in effect until terminated by either party by written notice (email is not sufficient) to the other party. Client's notice should include instruction as to whether the Assets should be liquidated or transferred.

11.2. Termination of this Agreement will not affect (1) the validity of any action previously taken by Advisor under this Agreement; (2) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (3) Client's obligation to pay advisory fees (prorated through the date of termination).

11.3. Such termination will not, however, affect the liabilities or obligations of the parties arising from transactions initiated prior to the termination, and such liabilities and obligations shall survive any expiration or termination of this Agreement.

11.4. Notwithstanding the above, this Agreement may be terminated by Client within five (5) business days of signing the Agreement without penalty or incurring any advisory fees.

11.5. Upon the termination of this Agreement, Advisor will have no obligation to recommend or take any action regarding the cash, securities, or other investments in the Account and will refund any unearned advisory fees.

## **12. REGULATORY DISCLOSURE DELIVERY**

12.1. Client acknowledges receipt of Advisor's Investment Advisory Agreement Part 1, Investment Advisory Agreement Part 2, Privacy Policy, Form CRS, ADV Part 2A, and ADV Part 2B. Client further acknowledges that Client has had a reasonable opportunity to review all documents, and to discuss the contents with professionals of Client's choosing, prior to the execution of this Agreement. Client chooses to have all required documents delivered via electronic communication, including, but not limited to, the documents listed above.

12.2. The Client authorizes Advisor to deliver, and the Client agrees to accept, all required regulatory notices and disclosures via electronic mail and/or via Advisor's internet website, as well as all other correspondence from Advisor. Advisor 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 (or upon advising the Client via email that such document is available on Advisor's website).

### **13. DISPUTE RESOLUTION**

13.1. This Agreement is governed, construed, and interpreted in accordance with the laws of the State of Florida, unless preempted by federal law. The parties agree that any mediation or arbitration of this Agreement (or when applicable, any legal suit, action or proceeding arising out of or relating to this Agreement that must be instituted and resolved in a State or Federal court) must be conducted in Lee County, Florida, and each party irrevocably submits to such jurisdiction (when applicable) and agrees to exclusive venue in Lee County, Florida.

13.2. All disputes, actions, or controversies between the parties, which may arise out of or relate to any of the services provided under this Agreement, or the construction, performance, or breach of this or any other agreement between the parties, whether entered prior to, on, or after the date of this Agreement, will be resolved by negotiation of the parties acting in good faith.

13.3. If the parties are unable to resolve their differences through negotiation, the parties agree to engage in mediation, using the services of an impartial, neutral mediator selected by mutual agreement of the parties. The fees of the mediator will be shared equally by the parties.

### **14. REPORTS**

14.1. The broker-dealer or custodian of the Client's Assets will be responsible for sending confirmations of each transaction executed for the Assets and a statement no less than quarterly to Client directly. Advisor does not have the responsibility for the accuracy or timeliness of the information provided to Client by the custodian.

14.2. Advisor may use an account aggregation service. Advisor does not have the responsibility for the accuracy of the information provided by the account aggregation service. Client should reference statements provided by the custodian.

### **15. PROXIES**

15.1. Advisor will not vote proxies, nor advise Clients how to vote proxies for securities held in Client Account(s).

15.2. The Client shall be responsible for: (1) directing in the manner which proxies solicited by issuers of securities beneficially owned by Client shall be voted and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings, or other type events pertaining to the Assets.

### **16. ENTIRE AGREEMENT AND AMENDMENTS**

16.1. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior written agreements and understandings with respect hereto.

16.2. Advisor may amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Any such amendment will be effective as of thirty (30) days after Advisor has notified Client in writing of any change or such later date as Advisor may establish, provided, however, that if such amendment is required by law, it will be effective upon written notice by Advisor. If Client provides written notice (email is not sufficient) to Advisor of Client's rejection of any amendment proposed, this Agreement will be considered terminated upon Advisor's receipt of such notice. No amendment to this Agreement requested by Client will be effective unless it is agreed to in writing by Advisor. Except as written above, this Agreement may only be modified in writing by a written document executed by all parties.

16.3. Each party acknowledges that in entering into this Agreement, it does not do so based on or in reliance upon any representations, promises, undertakings, warranties, or other statements (whether written or oral) of any nature except as expressly provided in this Agreement.

16.4. The execution of this Agreement may be by actual, electronic, or facsimile signature.

16.5. This Agreement may be executed in counterparts, each of which together will be deemed an original, but all of which together will constitute one and the same Agreement. In the event that any signature is delivered by facsimile transmission, by e-mail delivery of a Portable Document File (“PDF”) format data file, or via other electronic means approved by Advisor, such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or PDF signature page were a manually signed original signature.

## **17. INDEMNIFICATION**

Client will defend, indemnify, and hold Advisor and Advisor affiliates harmless from all obligations, costs, fees, losses, liabilities, claims, judgments, actions, damages and expenses, including but not limited to attorneys’ fees, expenses, and court costs that are paid, suffered, incurred, or sustained by Advisor or Advisor affiliates arising out of or in connection with any misrepresentations or omissions made by Client in this Agreement, any inaccuracies in the information that Client provides to Advisor, or any instructions that Client provides to Advisor in connection with Client’s Assets.

## **18. SEVERABILITY**

If any term, condition, or provision of this Agreement is deemed invalid, void, or ineffective for any reason by an arbitration panel, governmental agency, or court of competent jurisdiction, all the remaining provisions of this Agreement shall remain in full force and effect and will in no way be affected.

## **19. CONFIDENTIALITY**

All information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except as required by law.

## **20. HEADINGS**

All headings are for ease of reference only and in no way will be understood as interpreting, decreasing, or enlarging the provisions of this Agreement.

## **21. NOTICES**

All written notices and other communications contemplated by this Agreement shall be deemed duly given if it is transmitted to Advisor at:

Rinaldi Wealth Management  
24311 Walden Center Drive, Suite 100  
Bonita Springs, FL 34134

And to Client at the email address on the Investment Advisory Agreement Part 2 and/or mailing address on record with custodian.



## INVESTMENT ADVISORY AGREEMENT (PART 2 OF 2)

### CLIENT 1

1. Client Name: \_\_\_\_\_

2. Date of Birth: \_\_\_\_\_

3. SSN: \_\_\_\_\_

4. US Citizen:  Yes  Other \_\_\_\_\_

5. Marital Status:  Single  Married  Divorce  Widow(er)

6. Contact:

Home Address: \_\_\_\_\_

Preferred Phone: \_\_\_\_\_

Preferred Email: \_\_\_\_\_

7. Employment

Status:  Retired  Employed  Self Employed  Other \_\_\_\_\_

Occupation: \_\_\_\_\_

Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_

Work Phone: \_\_\_\_\_

8. Verification of ID:

ID Type:  Driver's License  Passport  State ID  Other \_\_\_\_\_

ID Number: \_\_\_\_\_

Issue Date: \_\_\_\_\_

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

9. Are you a 10% shareholder of a publicly traded company?

Yes  No

10. Are you or anyone of interest in the account a politically exposed person (Foreign Political Official)?

Yes  No

**CLIENT 2**

1. Client Name: \_\_\_\_\_

2. Date of Birth: \_\_\_\_\_

3. SSN: \_\_\_\_\_

4. US Citizen:  Yes  Other \_\_\_\_\_

5. Marital Status:  Single  Married  Divorce  Widow(er)

6. Contact:  
Home Address: \_\_\_\_\_  
Preferred Phone: \_\_\_\_\_  
Preferred Email: \_\_\_\_\_

7. Employment  
Status:  Retired  Employed  Self Employed  Other \_\_\_\_\_  
Occupation: \_\_\_\_\_  
Employer: \_\_\_\_\_  
Employer Address: \_\_\_\_\_  
Work Phone: \_\_\_\_\_

8. Verification of ID:  
ID Type:  Driver's License  Passport  State ID  Other \_\_\_\_\_  
ID Number: \_\_\_\_\_  
Issue Date: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

9. Are you a 10% shareholder of a publicly traded company?  
 Yes  No

10. Are you or anyone of interest in the account a politically exposed person (Foreign Political Official)?  
 Yes  No

**FINANCIAL INFORMATION**

- 1. Tax Bracket:             0%-12%     13%-24%     25%-36%     37% +
- 2. Annual Income:         Under \$100k  \$100k-\$500k  \$500k-\$1m     \$1m-\$2m     \$2m +
- 3. Net Worth:             Under \$100k  \$100k-\$500k  \$500k-\$1m     \$1m-\$2m     \$2m +
- 4. Liquid Net Worth:     Under \$100k  \$100k-\$500k  \$500k-\$1m     \$1m-\$2m     \$2m +
- 5. Investment experience
  - Mutual Funds:         None    Limited    Moderate    Extensive   Years \_\_\_\_\_
  - Stocks/ETFs:          None    Limited    Moderate    Extensive   Years \_\_\_\_\_
  - Bonds:                 None    Limited    Moderate    Extensive   Years \_\_\_\_\_
  - Annuities:             None    Limited    Moderate    Extensive   Years \_\_\_\_\_
  - Other:                 \_\_\_\_\_

**ACCOUNT PROFILE**

- 1. Account Number:        \_\_\_\_\_
- 2. Account Name(s):        \_\_\_\_\_
- 3. Custodian:              Charles Schwab     Other \_\_\_\_\_
- 4. Account Type:          Individual    Joint    Trust    Roth IRA    Traditional IRA  
 Other \_\_\_\_\_
- 5. Advisor’s Annual Fee (%):    \_\_\_\_\_
- 6. Fee Calculation Method:     Advance     Arrears
- 7. Third-Party Asset Manager:    \_\_\_\_\_
- 8. Risk Tolerance:          Conservative         Moderate             Aggressive  
 Other \_\_\_\_\_
- 9. Investment Objective:     Capital Preservation    Income                 Long-Term Growth  
 Other \_\_\_\_\_
- 10. Time Horizon:          10+ years             Other \_\_\_\_\_
- 11. Source of Funds:         Earnings             Savings                 Inheritance  
 Other \_\_\_\_\_
- 12. Liquidity Needs:         Low                     Medium                 High
- 13. Will the assets in this account be “Self-Directed Assets?":     Yes             No
- 14. Restrictions/Notes:        \_\_\_\_\_  
\_\_\_\_\_

## RISK PROFILE

1. If there was a significant loss in your investments, how would you react?

- Sell all and avoid further losses
- Sell some to reduce exposure to risk
- Sell nothing and remain invested in the current strategies
- Buy more because opportunities are present
- Other \_\_\_\_\_

2. If there was a significant loss in your investments, how long would you wait for the investments to recover before changing strategies?

- 0 to 6 months
- 6 months to 1 year
- 1 to 3 years
- 3 years or more

3. Which hypothetical portfolio would you like yours to reflect most closely?

- Aggressive (100% stocks)  
50% plus historical declines  
7-12% long term historical rates of return
- Moderate Aggressive (80% stocks / 20% fixed income)  
40% plus historical declines  
6-10% long term historical rates of return
- Moderate (60% stocks / 40% fixed income)  
30% plus historical declines  
5-8% long term historical rates of return
- Moderate Conservative (40% stocks / 60% bonds)  
20% plus historical declines  
4-6% long term historical rates of return
- Conservative (20% stocks / 80% fixed income)  
15% plus historical declines  
3-5% long term historical rates of return
- Ultra conservative (100% fixed income)  
Guaranteed return / no risk of loss

The Client may change, by oral or written demand, any information provided on this form. A new Agreement will not be signed unless requested by Client.

**IMPORTANT:** Please note that by signing this Investment Advisory Agreement Account Part 2, Client acknowledges that Client has received, read, and understands all the information set forth in Rinaldi Wealth Management’s Investment Advisory Agreement Parts 1 and 2 (collectively the “Agreement”) and hereby accepts its terms and conditions. All Client information contained on the Custodian forms and/or TPAM forms (if applicable) executed by the Client shall also be deemed part of the Agreement. By signing this form, Client attests that the entirety of the information provided above is complete, true, and accurately represented as of the date of execution. Client agrees to notify Advisor if any of the information provided above materially changes. Client further acknowledges that Client has received, read, and understands all required disclosure documents including but not limited to Rinaldi Wealth Management’s Investment Advisory Agreement Part 1, Investment Advisory Agreement Part 2, Privacy Policy, Form CRS, ADV Part 2A, and ADV Part 2B. Client agrees to have these documents delivered via electronic mail and/or through Rinaldi Wealth Management’s website. By providing email below client consents to receiving documents via electronic mail. Documents can be found at [www.RWMAdvisor.com](http://www.RWMAdvisor.com).

**CLIENT SIGNATURES**

\_\_\_\_\_  
Client 1 Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client 1 Name

\_\_\_\_\_  
Client 1 Email Address

\_\_\_\_\_  
Client 2 Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client 2 Name

\_\_\_\_\_  
Client 2 Email Address

**RINALDI WEALTH MANAGEMENT SIGNATURE**

\_\_\_\_\_  
Advisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Advisor Name

\_\_\_\_\_  
Chief Compliance Officer/Designee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Compliance Officer/Designee Name