



FINANCIAL PLANNING AGREEMENT

Prepared for:

Presented by:

Date:

INVEST WITH CLARITY™

This Financial Planning Agreement, the ("Agreement"), dated as of _____, 20____, is by and between _____ ("Advisor"), an investment advisor licensed with U.S. Securities and Exchange Commission and _____ ("Client").

1.A Services of Advisor

Advisor shall provide the following service(s) to the Client:

- a) **Comprehensive Financial Planning:** Advisor will collect the pertinent data, conduct personal interviews with the Client, and present a comprehensive written financial plan to the Client.
- b) **Specific Financial Planning:** Advisor will collect the pertinent data, conduct personal interviews with the Client, and present selected report(s) to the Client.
- c) **Hourly Financial Consultation:** Advisor will provide financial consulting services on an hourly basis.

2.B Fees

Financial planning services are offered on a fixed fee basis, which is directly dependent upon the facts and circumstances of the client's financial situation and the complexity of the financial plan or service requested. An estimate of total cost will be determined at the start of the advisory relationship. If the client chooses to proceed, 100% of the fee is due upon completion of the service. Advisor's financial planning fees are negotiable and arrangements with any client may differ from those described above.

In consideration of the services rendered by Advisor, Client shall pay to Advisor the following fees:

- a) **Comprehensive Financial Planning:** The fee for providing comprehensive financial planning is based on the time required to prepare the financial plan. The fee for this service is estimated to be \$ _____.
- b) **Specific Financial Planning:** The fee for providing specific financial planning is based on the time required to prepare the analysis/modular plan. The fee for this service is estimated to be \$ _____.
- c) **Hourly Financial Consultation:** The fee for an hourly consultation is based on the time required to review the Client's situation. The Advisor's rate is \$ 250.00 per hour.

The fees charged by Advisor are solely for the preparation of the comprehensive financial plan, specific financial plan, or financial consultation, and do not include any commissions that might be generated upon implementation of any securities or insurance recommendations.

2. Responsibilities of the Client

Client agrees to provide, on a timely basis, information regarding income and expenses, investments, income tax situations, estate plans, and other pertinent matters as requested by Advisor from time to time. Client also agrees to discuss needs and goals and projected future needs candidly with Advisor and to keep Advisor informed, in writing, of changes in Client's situation, needs, and goals. Client acknowledges that Advisor cannot adequately perform its services on the Client's behalf unless Client performs such responsibilities on his/her part and that Advisor's analysis and recommendations are based on the information provided by Client. Client agrees to permit Advisor to consult with and obtain information about Client from Client's accountant, attorney, and other Advisors. Advisor shall not be required to verify any information obtained from Client, Client's attorney, accountant or other Advisors and is expressly authorized to rely on the information received. Client is free at all times to accept or reject any recommendation from Advisor and Client acknowledges that (s)he has the sole authority with regard to the implementation, acceptance, or rejection of any counseling or advice from Advisor.

3. Confidentiality

All information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties, except as required by law or necessary to carry out designated powers or as granted by the 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 professional counselors and neither Advisor nor its individual counselors can guarantee the results of any of their recommendations. Client at all times may elect unilaterally to follow or ignore completely or in part any information, recommendation or counsel given by Advisor under this Agreement.

5. Implementation

The Client is free to obtain legal, accounting, and brokerage services from any professional source to implement the recommendations of Advisor. Client will retain absolute discretion over all investment and implementation of any recommendations.

6. Legal and Accounting Services

It is understood and agreed that Advisor and its employees are not qualified to and will not render any legal or accounting advice nor prepare any legal or accounting documents for the implementation of Client's financial and investment plan. Client agrees that his/her personal attorney and/or accountant solely 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; (iii) all legal and accounting documents.

7.A Term

The term of this agreement shall be until such plan is created and delivered unless the agreement is terminated as described below.

7.B Termination

This Agreement may not be modified or amended except in writing and signed by both Advisor and Client. Advisor or Client may terminate the Agreement within five days of the date of acceptance without penalty to the client. Thereafter Client will incur a pro rata charge for bona fide advisory services actually rendered prior to such termination. After the five-day period, either party may terminate the Agreement by providing written notice to the other party. Upon termination, any prepaid fees will be pro rated to the date of termination and any unearned portion thereof will be refunded to Client.

8. Acknowledgment of Disclosure Statement

_____ Client hereby acknowledges receipt of a copy of Part II of Advisor's Form ADV and understands that he/she has the right to terminate this Agreement for advisory services without penalty, within five business days after execution of this Agreement.

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



For more information contact:

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