

**Financial Planning & Consulting Agreement**

This Financial Planning & Consulting Agreement (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”) by and between AMC Wealth Management, LLC (hereinafter referred to as “Adviser”), a registered investment adviser and \_\_\_\_\_ (hereinafter referred to as “Client”).

This Agreement between Adviser and the Client is in effect from the time Adviser receives and accepts a copy of this Agreement executed by the Client. By signing this Agreement, the Client acknowledges engaging the Adviser to provide financial planning and/or consulting services for the Client.

**1. APPOINTMENT AS FINANCIAL ADVISER:** The Client hereby retains the Adviser and the Adviser hereby agrees to provide “Fee Only” financial planning and/or consulting services with respect to certain assets and information provided by the Client, in accordance with the terms and conditions set forth below.

**2. SCOPE OF ENGAGEMENT:**

- Adviser will review and prioritize Client(s) financial goals and objectives.
- Adviser will develop a summary of Client(s) current financial situation, including a net worth statement, cash flow summary, and insurance analysis if applicable.
- Adviser will review Client(s) information.
- Adviser will complete a comprehensive financial assessment designed to assist Client(s) in meeting the stated goals and objectives.
- Adviser will develop an action plan for Client(s) to consider implementing.

**3. CONFIDENTIAL RELATIONSHIP:** Information received by Adviser from Client will be kept confidential by Adviser in a manner consistent with applicable law and with the Adviser’s Privacy Policy.

**4. FEES:** The fees for services under this Agreement shall be agreed upon, herein, between the Client and the Adviser. Based on the information provided by the Client, the Adviser’s fee for financial planning and consulting will be:

Cost of Financial Planning and/or Consulting: \_\_\_\_\_

Initials: \_\_\_\_\_ Date: \_\_\_\_\_                      Initials: \_\_\_\_\_ Date: \_\_\_\_\_

The fees agreed upon above shall be calculated and paid in accordance with the agreed upon rate and conditions set forth in ‘Exhibit A’ of this Agreement.

**5. ELECTRONIC COMMUNICATIONS:** The Client consents to electronic delivery of communications by the Adviser. Client understands that the Adviser may transmit information that can be readily viewed, printed, and saved. The Client has provided the Adviser with one or more valid email addresses. Such consent will remain effective unless revoked by the Client.

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

Initials: \_\_\_\_\_ Date: \_\_\_\_\_ Initials: \_\_\_\_\_ Date: \_\_\_\_\_

**6. RECEIPT OF FORM ADV, PART 2A and 2B:** Client acknowledges receipt of Adviser's Form ADV, Parts 2A and 2B. The Client shall be provided with an updated Form ADV Part 2A on an annual basis and Part 2B when material changes occur.

I (We) confirm receipt of Form ADV Parts 2A and 2B.

Initials: \_\_\_\_\_ Date: \_\_\_\_\_ Initials: \_\_\_\_\_ Date: \_\_\_\_\_

**7. LIMITED LIABILITY:** The Adviser shall not be responsible for any loss, claim, cost or liability incurred by reason of any act or omission by any broker, dealer, custodian or other third party. However, the Adviser may be held responsible for any act or failure to act by a third party, if it was pursuant to the Adviser's instructions to the third party. This provision only applies to independent acts by the third party.

**8. NON-WAIVER OF RIGHTS BY CLIENT:** Federal and state securities laws impose certain obligations on persons acting in good faith, and as such, nothing in this Agreement shall result in any waiver of any or all of the rights which the Client shall otherwise enjoy under the federal and state securities laws.

**9. TERMINATION/ASSIGNMENT:** Neither party may assign this agreement without the prior written consent of the other party. This agreement shall be in effect until either party gives written notice to the other party of its intention to terminate the agreement. This agreement may be terminated, without penalty, upon at least 7 days of written notice by either party.

**10. CLIENT CONFLICTS:** If this Agreement is with more than one client, our Services shall be based upon the joint goals as communicated to us by the Client(s), collectively. We shall be permitted to rely upon instructions and/or information we receive from either party, unless and until such reliance is revoked in writing to us. We shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between Clients.

**11. SOCIAL MEDIA:** Client is asked not to publish anything regarding the Adviser on social media without the prior written consent of the Adviser.

**12. APPLICABLE LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. In the event that any dispute shall arise by and between the parties, it is hereby agreed that any litigation, cause, suit, arbitration, mediation or any other proceeding shall take place in either the State of Illinois, or another location reasonably accessible to the Client(s).

**13. ARBITRATION:** Any controversy or claim arising out of or relating to this agreement or the breach thereof may be settled by arbitration, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Client(s) understands that this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum

where such waiver would be void under federal or state securities laws. Should both parties voluntarily agree to arbitration, arbitration is final and binding on both the Adviser and the Client(s).

**14. Sharing of Non-Public Personal Information:** It is AMC Wealth Management’s policy to not share a client’s non-public personal information with non-affiliated third parties. If a client requests AMC Wealth Management to share their non-public personal information with a non-affiliated third party, AMC Wealth Management requires the client to “opt-in” prior to the sharing of this non-public personal information by providing AMC Wealth Management a clear and concise “Letter of Instruction” that is to be signed and dated by the client. The letter must state the objective and identify the specific non-public personal information to be shared.

Initials: \_\_\_\_\_ Date: \_\_\_\_\_                      Initials: \_\_\_\_\_ Date: \_\_\_\_\_

**15. MISCELLANEOUS:**

- a) The Client is under no obligation to act on the Adviser's or associated person's recommendation.; and
- b) If the Client elects to act on any of the recommendations, the Client is under no obligation to effect any transactions through the investment adviser or an associated person.

**16. EFFECTIVE DATE:** This Agreement will be effective upon execution by both the Adviser and the Client.

**[Signature Page Follows]**

**Financial Planning & Consulting Agreement Signature Page**

By signing below, I acknowledge that I have received, read, understand, and agree to abide by all the terms and conditions set forth in this Financial Planning & Consulting Agreement with Adviser.

X

\_\_\_\_\_  
Client/Trustee Signature                      Date  
Print Name Below

\_\_\_\_\_

X

\_\_\_\_\_  
Client/JT Owner/Trustee Signature                      Date  
Print Name Below

\_\_\_\_\_

X

\_\_\_\_\_  
AMC IAR Signature                      Date  
Print Name Below

\_\_\_\_\_

**Exhibit A | Financial Planning & Consulting Fee Agreement**

AMC Wealth Management offers hourly and subscription consulting services for financial planning, consulting, and investment analysis. Unless negotiated otherwise, these fees are due at the time of delivery of said service for hourly work and monthly for clients opting for annual consulting subscription services.

Consulting Service	Fee
<b>Hourly Consulting Work</b>	<b>\$200/hr</b>
<b>Annual Consulting Subscription</b>	<b>\$1,000/yr (\$83.33/mo)</b>

Payment terms are discussed and agreed upon prior to commencement of work being performed. AMC Wealth Management will require clients to pay the negotiated fee in full upon completion of services rendered and/or the delivery of the completed work/service.

X

\_\_\_\_\_  
Client/Trustee Signature Date  
Print Name Below

X

\_\_\_\_\_  
Client/JT Owner/Trustee Signature Date  
Print Name Below

X

\_\_\_\_\_  
AMC IAR Signature Date  
Print Name Below

**Exhibit B | Financial Planning & Consulting - Additional Instructions**

Client(s) desire(s) to retain AMC Wealth Management as its investment Adviser to provide financial planning and/or consulting services. See below for additional instructions discussed and agreed upon between Client and Adviser.

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Owner(s)/Trustee(s) Signature(s) and Date:

**X**

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Client/Trustee Signature	Date
Print Name Below	

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**X**

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Client/JT Owner/Trustee Signature	Date
Print Name Below	

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**X**

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AMC IAR Signature	Date
Print Name Below	

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