

IFP FINANCIAL PLANNING AND CONSULTING AGREEMENT

Use this form for providing Financial Planning and Consulting services. Please fill in all necessary fields within the Agreement. Client(s) must initial and date any modifications made to the Agreement after the Agreement is signed by the Client(s).

This Financial Planning and Consulting Agreement (“Agreement”), effective on the _____ day of _____ 20____ between the below signed party(ies) (hereinafter referred to as the “Client”); and IFP Advisors, Inc. d/b/a Independent Financial Partners (“IFP”), an investment adviser registered with the U.S. Securities and Exchange Commission (the “RIA”), doing business through the Investment Adviser Representative(s) identified in the signature block immediately following Section 17 (Page 5) below, and doing business as _____ (if applicable), collectively referred to herein as “Advisor”, and who have executed this Agreement in their capacity as Advisor for Client under the terms and conditions specified herein.

A. Client Information:

Client Name: _____ **SSN /TIN:** _____

Address: _____ **City/State/Zip:** _____

Joint Client /Custodian /Trustee Name: _____ **SSN /TIN:** _____

Address: _____ **City/State/Zip:** _____

B. Type of Service and Scope of Engagement (select all applicable Services as below):

1. <input type="checkbox"/> Financial Planning Services (Hourly or Flat Fee):		
<input type="checkbox"/> Comprehensive	<input type="checkbox"/> Specific	<input type="checkbox"/> Updating Plan
Comprehensive Planning rendered under this agreement is subject to the completeness and accuracy of information provided by Client; the final report will be generated using software published by: _____.		

<input type="checkbox"/> Pre & Post Retirement Planning	<input type="checkbox"/> College / Education Planning	<input type="checkbox"/> Estate / Final Expense Planning
<input type="checkbox"/> Insurance Planning	<input type="checkbox"/> Tax Planning	<input type="checkbox"/> Divorce Planning
<input type="checkbox"/> Investment Planning	<input type="checkbox"/> Cash Flow Analysis	<input type="checkbox"/> Major Purchases
<input type="checkbox"/> Other:		

2. <input type="checkbox"/> Consulting Services (Hourly or Flat Fee):	SCOPE OF WORK
Specify the Scope of Work for the Consulting Services to be rendered pursuant to this agreement below ¹ .	

C. Fee / Billing Method²:

- i. **Flat Fee** of \$ _____.
- ii. **Hourly Rate** \$ _____; Estimated # of Hours: _____. **Estimated Total Hourly Fee** \$ _____.
- iii. **Retainer Amount**³ \$ _____ (payment accompanies this agreement). And, the balance is payable at the completion of the project or at agreed upon progress points per the scope of work.
 - a.) Expected completion date: _____
 - b.) Estimated balance payable: \$ _____
- iv. **Remittances** shall be made payable to: **Independent Financial Partners, FBO** _____, 3030 N. Rocky Point Dr. W., Suite 700, Tampa, FL 33607

¹ An engagement letter detailing the Scope of Work, estimated time of completion and expected deliverables (if any) shall be incorporated into the agreement for more complex or unique planning engagements.

² Generally, we charge clients either fixed fees, ranging from \$500 to \$15,000 per plan/project, or hourly fees of \$400 per hour. In certain situations warranting unique, complex, and personalized client consulting or planning services, and depending upon various factors that will be reviewed with and authorized in advance by the client, a larger maximum fee may be approved by IFP on a case by case basis.

³ Retainer amount shall be up to 50% of the total Flat Fee or the estimated Total Hourly Fee service.

1. RECITALS

- 1.1 The Client hereby engages Advisor to perform the selected service(s) (the “Services”) set forth in Section B on page I above; and the Advisor shall be responsible for rendering the Services for which it is engaged subject to the terms and conditions of this Agreement.

2. SCOPE OF ENGAGEMENT

2.1 Financial Planning Services

- a. Advisor provides financial planning services consistent with a Client’s personal and financial situation, goals and expectations. Advisor will obtain the necessary financial and other required Client profile data from the Client to prepare the financial plan, and shall maintain this data in the Client’s file. The financial plan may include any of the services listed in sections B.I above, including information regarding retirement planning, education planning, planning for major purchases, life and disability insurance needs, long-term care needs, and estate planning issues. Client will receive a written financial plan from the Advisor.
- b. The financial planning services shall not include ongoing investment advice, asset management, and/or assistance with execution of securities transactions; such services are available under separate agreement.
- c. Fees for the financial planning services referenced above are negotiable and are as stated on page I, section C above. IFP and the Advisor share in the fee. Client may elect to pay the fee upon execution of this Agreement, upon delivery of the written financial plan, or a combination of upfront and in arrears.
- d. Client may choose to periodically update his/her personal financial plan through the Advisor. Such updates may be conducted at the election of the Client and a new Agreement disclosing the services and fees will be required between IFP, the Client and the Advisor.

2.2 Consulting Services

- a. Consulting Services shall not include the Financial Planning Services set forth in section 2.1 above.
- b. Advisor provides consulting services consistent with Client’s financial circumstances and needs. Advisor will obtain the necessary data from the Client to provide the services. The consulting services may include, without limitation, providing advice regarding tax planning, investment planning, retirement planning, estate planning, cash flow/budget planning, business planning, education planning, and other types of personal financial consulting.
- c. The consulting services shall not include ongoing investment advice, asset management, and/or assistance with execution of securities transactions; such services are available under separate agreement. Client may or may not receive a written analysis or report from the Advisor.
- d. Fees for the consulting services referenced above are negotiable and are as stated on the on page I, section C above. IFP and the Advisor share in the fees. Client may elect to pay the fees upon execution of this Agreement, or at the time of consultation, with the IAR. Checks for consulting services fees should be made payable directly to Independent Financial Partners and not to IAR, IAR’s business name, or any business controlled by IAR.

3. CLIENT ACKNOWLEDGEMENTS

- 3.1 Client acknowledges that the RIA is not licensed to engage in the practice of law or accounting. The Advisor may address legal issues and tax issues in the course of this engagement, however, the Client shall not rely solely on those discussions as legal or tax advice. None of the fees for Services under this agreement relate to accounting or legal services. If legal or tax advice is desired, the Client shall consult and engage a licensed Attorney or Accountant under separate agreement or arrangement.
- 3.2 Client is responsible for supplying information and/or documentation to Advisor in furtherance of this Agreement as it pertains to Client’s objectives, needs and goals, and to keep Advisor informed of any changes regarding same. The Client acknowledges that Advisor cannot adequately perform Services for the Client unless the Client diligently performs his responsibilities under this Agreement. Advisor is expressly authorized to rely on and act upon any information obtained from the Client, Client’s attorney, accountant or other professionals, in connection with the terms of this Agreement. Furthermore, Client acknowledges he/she will review planning assumptions such as rate of return, market value of existing assets, inflation rate and others considered in the rendering of Services under this Agreement, and that Client will notify the Advisor if Client does not concur with any assumptions used in rendering the Services.
- 3.3 Client authorizes Advisor to respond to inquiries from, and communicate and share information with, Client’s attorney, accountant, and other professionals as may be designated by Client, to the extent necessary in furtherance of Advisor’s Services under this Agreement.
- 3.4 Advisor shall not be liable for any damages or losses caused by Advisor’s recommendations, advice, allocations, or decisions resulting from reliance on representations made by the Client or by the Client’s representatives, agents, or affiliates.

- 3.5** Client acknowledges that it has made an independent determination that the fees payable pursuant to this Agreement are reasonable and prudent.
- 3.6** Client acknowledges receipt and understanding of this entire Agreement and all provisions including those pertaining to pre-dispute arbitration set forth herein, and agrees to abide by the provisions set forth within this Agreement.

4. ADVISOR COMPENSATION

- 4.1** Fee for Services rendered under this Agreement are as described in Section C above.
- 4.2** Client acknowledges that he/she shall be solely responsible for the payment of the Fees associated with this Agreement.

5. RISK ACKNOWLEDGMENT

Advisor does not guarantee the future performance of any product, strategy, or recommendations related thereto. Client understands that any recommendation may be subject to various market, interest rate, currency, economic, political and business risks, and that any investment will not always result in profitable performance.

6. ADVISOR LIABILITY

Except as otherwise provided by federal or state securities laws, Advisor, acting in good faith, shall not be liable for any action, omission, investment recommendation/decision, or loss in connection with this Agreement. This includes, without limitation, the acts and/or omissions of other professionals or third-party service providers recommended to the Client by Advisor, including a broker-dealer, investment advisor, Qualified Custodian, issuer, or other party. Under certain circumstances, federal and state securities laws impose liabilities on persons who act in good faith and, therefore, nothing contained in this Agreement shall constitute a waiver of any rights that the Client may have under federal and state securities laws.

7. ASSIGNMENT/TERMINATION

This Agreement may not be assigned or transferred in any manner by any party without the written consent of all parties receiving or rendering services hereunder; provided that Advisor may assign this Agreement upon consent of the Client in accordance with the Investment Advisers Act of 1940 ("Advisers Act").

This Agreement may be terminated by any party effective upon receipt of written notice to the other parties ("Termination Date"). Client will be entitled to a refund of unearned fees, if any, based upon the time and effort completed prior to termination of the Agreement. The Agreement is terminated upon final consultation with the Client. No refunds will be made after delivery of the consulting services, except when the number of actual hours is less than the estimated number of hours quoted in Section C above. Termination of the Agreement will not affect the liabilities or obligations of the parties for activity initiated prior to termination.

8. NON-EXCLUSIVE SERVICES

Client expressly acknowledges and understands that Advisor shall be free to render Financial Planning or Consulting services to others and that Advisor does not make its Financial Planning or Consulting services available exclusively to Client.

9. DEATH OR DISABILITY

The disability or incapacity of Client will not terminate or change the terms of this Agreement. However, Client's guardian, attorney-in-fact, or other authorized representative may terminate this Agreement in accordance with the termination provisions described in Section 7 above.

10. SEVERABILITY

Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in such jurisdiction or any other jurisdiction.

11. CLIENT CONFLICTS

If this Agreement is between Advisor and related clients (i.e. husband and wife, life 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, unless and until such reliance is revoked in writing to Advisor. The Advisor shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the Clients.

12. DELIVERY OF FIRM DISCLOSURE DOCUMENTS AND OTHER INFORMATION REGARDING YOUR ACCOUNT(S)

The Client hereby acknowledges prior receipt of the firm's Privacy Notice and its disclosure documents, including but not limited to, Form ADV Part 2A ("Firm Brochure"), and Form ADV Part 2B ("Brochure Supplement") (collectively, "Firm Disclosure Documents"). Client further acknowledges that he/she/they/it has (have) had a reasonable opportunity to review said disclosure documents prior to the execution of this Agreement. Client authorizes Advisor to distribute Firm Disclosure

Documents in one or more of the following formats: i) in hardcopy paper format by hand-delivery, U.S. mail or commercial delivery service; ii) in portable electronic media (e.g., CD, DVD or Flash Drive) by hand-delivery, U.S. mail or commercial delivery service, accompanied by an IFP opt-out form in hardcopy paper format providing for the withdrawal of Client's consent to use of such media for Firm Disclosure Documents; or iii) via e-signature system when this Agreement is executed by Client using an approved e-signature system. For all other information regarding your account(s), Client authorizes Advisor to transmit such information via email to the email address provided in the custodian's applicable account opening documents or such other email address as may subsequently be provided by Client to the Advisor.

13. EMERGENCY CONTACT INFORMATION

John Whisenant, Chief Compliance Officer, (813) 341-0960, John.Whisenant@IFPartners.com

14. APPLICABLE LAW

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 arbitration under section 16 of this Agreement (or when applicable, 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 Tampa, Florida, and each party irrevocably submits to the jurisdiction and venue in Tampa, Florida.

15. AUTHORITY

The Client acknowledges that she/he/they/it has (have) all requisite legal authority to execute this Agreement, and that there are no encumbrances on the Assets. The Client correspondingly agrees to immediately notify Advisor, in writing, if either of these representations should change.

16. ARBITRATION

16.1 Arbitration Provisions

- a. All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- b. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited. Periodic review of a financial plan may be available upon Client request and at no charge only if Client has engaged Advisor for Advisor's Investment Supervisory services as set forth above in paragraphs 2(a) and 2(b). These periodic reviews will cover only the retirement planning component of a financial plan.
- c. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- d. The arbitrators do not have to explain the reason(s) for their award.
- e. The panel of arbitrators will typically include a minority of arbitrators who were, or are, affiliated with the securities industry.
- f. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- g. The arbitration forum rules in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.
- h. The arbitration forum shall not be selected if traveling to its location would cause undue, not ordinary, hardship or financial expense to the Client.
- i. The arbitrator and/or arbitration panel shall be bound by section 17.3 of this Agreement and shall not award indirect, special, consequential, exemplary, or punitive damages.

16.2 Important Arbitration Notices

- a. If Advisor seeks to compel arbitration of such claims, Advisor must agree to arbitrate all of the claims contained in the complaint if the Client so requests;
- b. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the Client is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein:
 - (a) You are entitled to keep a copy of this Agreement;
 - (b) You are entitled to request a copy of this Agreement at any time; and
 - (c) You are entitled to request the names of and information on how to contact or obtain the rules of all arbitration forums in which a claim may be filed under this Agreement.

17. GENERAL PROVISIONS

- 17.1** Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior negotiations, agreements, and understandings between the parties as to its subject matter. Each party acknowledges that, in entering into this Agreement, it does not do so on the basis of 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.
- 17.2** Modification. This Agreement may only be amended by a written document duly executed by all parties.
- 17.3** Limitation of Remedies. The parties shall not be liable for indirect, special, consequential, exemplary, and punitive damages.
- 17.4** Non-Waiver. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall 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.
- 17.5** Third-Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties to this Agreement.
- 17.6** 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.
- 17.7** Counterparts. This Agreement may be executed in counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission, by e-mail delivery of a PDF format data file, or via other electronic means approved by IFP, such signature shall 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 an original.

This Agreement contains a pre-dispute clause located in Section 16 herein titled "Arbitration"

Client(s) Signatures

Client Signature: _____ Date: _____ Print Name (and title, if applicable): _____	Joint Client Signature: _____ Date: _____ Print Name (and title, if applicable): _____
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Advisor(s) Signatures

IAR Signature: _____ Date: _____ Print Name: _____	Joint IAR Signature: _____ Date: _____ Print Name: _____
Joint IAR Signature: _____ Date: _____ Print Name: _____	RIA Signature: _____ Date: _____ Print Name: _____
IAR ID / Split ID: _____	