

Agreement for Financial Planning/Wealth Advisory Services

- A. **PARTIES** THIS FINANCIAL PLANNING/WEALTH ADVISORY AGREEMENT is between **ACME STRATEGIC FINANCIAL, LLC (Adviser)** and _____ (**Client**) and is dated as of the date executed by Adviser. ACME Strategic Financial, LLC is registered with the State of Arizona under the Investment Advisers Act of 1940 and Client wishes to retain Adviser to act as Client's financial planning/wealth adviser in accordance with the terms and conditions of this Agreement.
- B. **INTENT** Client agrees to hire ACME Strategic Financial, LLC to provide Client with financial planning/wealth advisory services. Both parties intend to be legally bound by this Agreement. *Adviser* agrees to perform these services for Client:
- (Specific Services listed here)
- Client* agrees to:
1. Complete the data gathering form, initially and from time to time as requested.
 2. Provide all documents and information requested.
 3. Authorize third parties to disclose Client's confidential information to Adviser.
 4. Provide Adviser with written authorization whenever Client wishes Adviser to disclose Client's confidential information to third parties.
 5. Inform Adviser promptly of changes in Client's personal financial situation.
 6. Participate in review sessions annually, unless otherwise agreed, in order to update Client's financial planning strategies and encourage Client's other professional advisers to participate in Client's review sessions.
- C. **TERM** This Agreement shall remain in force as long as mutually agreed to by Client and by Adviser. This Agreement may be terminated at any time, by either Client or by Adviser, for any reason, upon 30 days written notice to the other party. This Agreement may be modified upon such terms as may be mutually agreed upon in writing. This Agreement may be terminated without penalty upon written notice by either party. If termination occurs prior to the completion of agreed upon financial planning/Wealth Advisory services, fees will be prorated in an amount equal to the portion of the fee attributable to the unprovided services.
- D. **CONFIDENTIALITY** All information furnished by Client to Adviser, including Client's identity, shall be treated as confidential. Adviser agrees not to voluntarily disclose confidential information without Client's prior consent (unless required by law, court order or agency directive, or unless Adviser expects, in its reasonable opinion, that it will be compelled by a court or government agency, or unless such information becomes publicly available or known other than as a result of actions of Adviser). In the event ACME Strategic Financial, LLC is compelled to disclose confidential information by legal process, Adviser will attempt to give prior written notice to Client.
- E. **FIDUCIARY OATH** ACME Strategic Financial, LLC shall exercise its best professional judgment to act in good faith and in the best interests of Client. Adviser shall provide written disclosure to Client prior to the engagement of ACME Strategic Financial, LLC and thereafter throughout the term of the engagement, of any conflicts of interest which will or reasonably may compromise the impartiality or independence of Adviser. Adviser agrees to adhere to the Client's written Investment Policy Statement, which presents the Client's informed decisions about the tradeoffs between risk and return. ACME Strategic Financial, LLC agrees to use its best professional judgment to act in Client's best interests.
- F. **DISCLOSURE/REPRESENTATIONS** ACME Strategic Financial, LLC represents that it is registered as Investment Adviser with the State of Arizona under the Investment Advisers Act of 1940, as amended, and that its registration is currently effective. By executing this contract, Client acknowledges receipt of Adviser's current Form ADV, Part II not less than 48 hours prior to entering into the Agreement or, if provided at the time the Agreement is signed, the Client has the right to terminate the Agreement without penalty within 5 business days after entering into the Agreement.
- G. **GOVERNING LAW** The validity, interpretation, and performance of this Agreement shall be governed by and construed under the laws of the State of Arizona as long as the state law does not conflict with federal securities laws.
- H. **ASSIGNMENT** This Agreement is not assignable without prior written consent of both Client and Adviser.

I. **FEE ARRANGEMENT** Adviser is a fee-only financial planning/wealth advisory services firm that charges a fee based on the amount of time required to meet the scope of engagement defined by the Client and the Adviser. Adviser agrees to restrict its compensation solely and exclusively to the professional fees it receives directly from its clients for professional financial planning/wealth advisory services rendered to its clients. Adviser will not be compensated based upon Client Assets and will not be compensated on the basis of a share of Capital Gains or Capital Appreciation of Client Assets. ACME Strategic Financial, LLC, or any party associated with ACME Strategic Financial, LLC, does not receive any compensation or other remuneration that is contingent on any Client purchase or sale of a financial product. Adviser does not receive a fee or other compensation from another party based on referral of Client or Client's business. Unless otherwise agreed, as compensation for the financial planning/wealth advisory services provided by Adviser, the following fee schedule will apply:

Financial Planning/Wealth Advisory Fee Schedule	
Professional Services	Fee
(Specific Service Listed Here)	
(Specific Service Listed Here)	
(Specific Service Listed Here)	
Total All Services	

J. **INDEMNITIES** Client acknowledges that Adviser's asset allocation/wealth advisory recommendations involve some degree of risk. ACME Strategic Financial LLC will give Client the benefit of Adviser's continuing study of economic conditions, security markets, and other investment issues.

Client acknowledges that Adviser does not furnish actuarial, accounting, tax, or legal advice. ACME Strategic Financial, LLC is not a law firm, does not practice law, and cannot and does not furnish legal or tax opinions. Adviser is not an accounting firm, does not practice accounting or auditing, and cannot and does not prepare tax returns nor audited financial statements. Adviser is not an actuarial firm, does not provide actuarial advice, and cannot and does not administer retirement plans. Client should retain, separately, Client's own attorneys, accountants, and other financial services professionals. Client agrees that Client's own attorneys, accountants and other financial services professionals shall be solely responsible for the accuracy of legal advice, legal opinions, legal documents, accounting documents, tax opinions and tax returns.

Client acknowledges that Adviser is not responsible for the accuracy or completeness of information furnished to Adviser by Client or by any other party. The federal securities laws impose liabilities under certain circumstances on persons who act in good faith. Nothing herein shall in any way constitute a waiver or limitation of any rights which Client or Adviser may have under any federal securities laws.

K. **SEPARABILITY** If any provision of this Agreement or its application to any person or circumstance is found to be invalid or unenforceable, the remainder of this Agreement or the application of that provision to other persons or circumstances shall not be affected and shall remain in full force and effect.

L. **ENTIRE AGREEMENT** This Agreement contains the entire understanding of the parties. Any oral understandings are incorporated and merged in this Agreement. No representations were made or relied upon by either party except as set forth. This Agreement may not be changed unless both Client and ACME Strategic Financial, LLC agree to the change in writing.

Client: _____ **Date:** _____
 Client Signature

 Print Client Name /Social Security Number

Client: _____ **Date:** _____
 Client Signature (Joint Client)

 Print Client Name (Joint Client)/SSN

ACME Strategic Financial, LLC:

By: _____ **Date:** _____
 Wiley B. Coyote, CFP®, ChFC®, RFC®, AWMA