



Private
Advisor Group

Registered Investment Advisor

Financial Planning and Consulting Agreement

AGREEMENT, made this _____ day of _____, 20____ between the undersigned party, _____ whose mailing address is

_____ (STREET), _____ (CITY), _____ (STATE) _____ (ZIP)

("Client"), and Private Advisor Group, LLC, a registered investment Advisor, whose principal mailing address is 65 Madison Avenue, Suite 300, Morristown, New Jersey 07960 ("Advisor").

1. Financial Planning/Consulting Service(s). Advisor shall provide Client with the financial planning and/or consulting services as stated in Paragraph 2(e) or as defined by an annexed Schedule A and in accordance with client's designated investment objectives. Advisor's recommendations (e.g. investments, estate planning, retirement planning, tax planning, insurance, etc.) shall be discussed by Advisor with client and may be implemented, at Client's sole discretion, with the corresponding professional Advisors (e.g. broker, accountant, attorney, etc.) of Client's choosing. Client acknowledges that in respect to estate planning matters, Advisor's role shall be that of a facilitator between client and his/her/its corresponding professional Advisors. No portion of Advisor's services should be interpreted as legal or accounting advice. Client should defer to his/her/its attorney or accountant. The current estimated charge and payment terms for the initial financial planning and/or consulting services designated by client is set forth in Paragraph 15. If client terminates, in writing, Advisor's financial planning services, the balance, if any, of Advisor's financial planning fee shall be paid by client, including the fee due for services rendered by Advisor but not previously invoiced to client (in the alternative, if client has prepaid any portion of Advisor's fee, the balance, if any, of any unused portion of Advisor's fee shall be refunded to client). In addition to Advisor's fee, client shall be responsible for reimbursement of all out-of-pocket expenses reasonably incurred by Advisor in furtherance of the services to be provided under this Agreement. Upon completion of the services designated in Paragraph 2(e) or on an annexed Schedule A, Advisor's initial engagement and corresponding responsibilities/obligations shall have concluded. In the event Client's financial situation or objectives change, Client may engage Advisor to review its previous services and/or recommendations, and/or to provide other consulting services. Any such additional services shall be provided at Advisor's then current hourly rate or some other mutually agreeable fee arrangement.

2. Scope of Engagement.

- a. Client agrees to provide information and/or documentation requested by Advisor in furtherance of this Agreement as pertains to Client's objectives, needs and goals, and to keep Advisor informed of any changes regarding same. Client acknowledges that Advisor cannot adequately perform its services for client unless client diligently performs his responsibilities under this Agreement. Advisor shall not be required to verify any information obtained from client, Client's attorney, accountant or other professionals, and is expressly authorized to rely thereon. Client is free at all times to accept or reject any recommendation from Advisor, and client acknowledges that he has the sole authority with regard to the implementation, acceptance, or rejection of any recommendation or advice from Advisor;
- b. Client authorizes Advisor to respond to inquiries from, and communicate and share information with, Client's attorney, accountant and other professionals to the extent necessary in furtherance of Advisor's services under this Agreement;
- c. 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 implementation decisions;
- d. Client maintains sole responsibility to notify Advisor if there is a change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising Advisor's previous recommendations and/or services;

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e. Advisor’s financial planning and/or consulting services pursuant to this Agreement shall include:

**Planner please check each
service to include below**

- Cash Flow and Net Worth Statement
- Goal Setting
- Risk Tolerance Analysis
- Investment
 - Review of current allocation
 - Proposed asset allocation
- Retirement
 - Needs analysis
 - Asset Projections
 - Monte Carlo Analysis
- Retirement Plan Analysis
 - 401(k) Asset Allocation
 - IRA/Roth IRA Analysis
 - SIMPLE/SEP/Keogh Analysis
- Portfolio Analysis
 - Review of current portfolio
 - Proposed portfolio
- Investment Policy Statement
- Debt Analysis
 - Mortgage
 - Student Loan
- Insurance
 - Life Insurance Analysis
 - Disability Income Analysis
 - Long Term Care Analysis
- Divorce Financial Planning
- Income Tax Analysis
- Tax Planning
- Estate Planning
- Estate Settlement
- Education Funding Analysis
- Other: _____
- Other (On annexed Schedule A)

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- f. Advisor's financial planning and consulting services pursuant to this Agreement do not include investment implementation, supervisory, management, or reporting services, nor the regular review or monitoring of a Client's investment portfolio. In the event client desires that Advisor provide investment supervisory or management services which are fully discussed in Advisor's Disclosure Statement (see paragraph 6 below), such engagement shall be set forth in a separate Investment Advisory Agreement between Advisor and client, for which services Advisor shall be paid a separate and additional fee.
- g. In the event that Advisor is requested to provide consulting services with respect to a retirement plan sponsored by client's employer, client acknowledges that Advisor's recommendations shall be limited to the investment alternatives provided by the retirement plan. If Advisor provides such service, Advisor's authority shall be limited to the allocation of the Assets among the investment alternatives available through the plan, and, as such, Advisor will not have, nor will it accept, any authority to effect any other type of transactions or changes via the plan web site, including but not limited to changing beneficiaries or effecting Account disbursements or transfers to any individual or entity.

3. Investment/Insurance Implementation (Commission Basis). Advisor's investment consulting service is generally intended to provide limited investment advice to those individuals who do not wish to engage Advisor for comprehensive ongoing investment Advisory services.

Certain of Advisor's associated persons are registered representatives of a broker-dealer. In the event client desires to implement investment recommendations on a non-discretionary commission basis, client can engage one of Advisor's Associated Persons, in his or her respective individual capacity as a registered representative of a broker-dealer, to implement investment recommendations on a commission basis. In the event client chooses to implement by purchasing investment products through Advisor's Associated Person, in his or her respective individual capacity as a registered representative of a broker-dealer, brokerage commissions will be charged by the broker-dealer to effect securities transactions, a portion of which commissions shall be paid by the broker-dealer to Advisor's Associated Person, as applicable. Prior to effecting any transactions, client will be required to enter into a new account agreement with the broker-dealer. The brokerage commissions charged by the broker-dealer may be higher or lower than those charged by other broker-dealers.

Certain of Advisor's associated persons are licensed to sell insurance. In the event client desires to implement insurance recommendations on a commission basis, client can engage one of Advisor's Associated Persons, in his or her respective individual capacity as an insurance agent or broker, to implement insurance recommendations on a commission basis. In the event client chooses to implement by purchasing insurance products through Advisor's Associated Person, in his or her respective individual capacity as an insurance agent or broker, insurance commissions will be charged by the insurer, a portion of which commissions shall be paid by the insurer to Advisor's Associated Person, as applicable. The insurance commissions charged by the insurer may be higher or lower than those charged by other insurers.

- 4. Investment Risk/No Guarantee.** Client acknowledges and accepts that investments have varying degrees of financial risk, that past performance may not be indicative of future results, and understands that the future performance of any specific investment or investment may not equal historical performance levels and that there can be no guarantee that any investment will be profitable. Client further acknowledges that Advisor shall not be responsible for any adverse financial consequences to Client's investment assets: (1) if such investments, at the time recommended, were consistent with client's designated investment objectives; or, (2) resulting from the investment decisions (or any other errors, actions or omissions) made by client's other investment advisors, including, but not limited to, those investment professionals that have discretionary authority over all or a portion of client's assets.
- 5. Termination.** This Agreement shall remain in effect until terminated in writing by either party.
- 6. Disclosure Statement.** Client hereby acknowledges prior receipt of a copy of Advisor's Customer Relationship Summary - Form CRS, Part 2A Brochure Part 2A for SWM II and Part 2B Brochure Supplements for Advisor's representatives which serve as Advisor's written disclosure statements. Client further acknowledges that Client has

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had a reasonable opportunity to review these documents, and to discuss the contents of same with professionals of Client's choosing, prior to the execution of this Agreement. These documents describe conflicts of interest between Client and Advisor and Advisor's representatives. Client acknowledges receiving the information and consents to receive financial advice from Advisor and Advisor's representatives despite the disclosed conflicts.

When client is a resident of Texas, the following paragraph applies:

Client acknowledges receipt of Part 2 of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Part 2A Appendix 1 of Form ADV, if Client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosure statement was not delivered to Client at least 48 hours prior to Client entering into any written or oral advisory contract with this investment adviser, then Client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

7. **Privacy Notice.** Client acknowledges receipt of Advisor's Privacy Notice.
8. **Fiduciary Duty and Advisor Liability.** Advisor acts as a fiduciary under this Agreement and has a duty to advise the Client as a prudent person would in accordance with the Client's investment objectives and risk tolerance. Advisor shall not be liable for the acts and/or omissions of other professionals or third party service providers recommended to Client by Advisor, including a broker-dealer, custodian, attorney, accountant, insurance agent, or any other professional.
9. **Assignment.** This Agreement may not be assigned by either client or Advisor without the prior consent of the other party. 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.
10. **Arbitration.** Subject to the conditions and exceptions noted below, and to the extent not inconsistent with applicable law, in the event of any dispute pertaining to Advisor's services under this Agreement, both Advisor and Client agree to submit the dispute to arbitration in accordance with the auspices and rules of the American Arbitration Association ("AAA"), provided that the AAA accepts jurisdiction. Advisor and Client understand that such arbitration shall be final and binding, and that by agreeing to arbitration, both Advisor and Client are waiving their respective rights to seek remedies in court, including the right to a jury trial. Client acknowledges that he/she/it has had a reasonable opportunity to review and consider this arbitration provision prior to the execution of this Agreement. Client acknowledges and agrees that in the specific event of non-payment of any portion of Advisor's fee pursuant to this Agreement, Advisor, in addition to the aforementioned arbitration remedy, shall be free to pursue all other legal remedies available to it under law, and shall be entitled to reimbursement of reasonable attorneys fees and other costs of collection.
11. **Amendments.** Advisor may amend this Agreement upon written notification to client. Unless client notifies Advisor to the contrary, in writing, the amendment shall become effective thirty (30) days from the date of mailing.
12. **Applicable Law/Venue.** This Agreement supersedes and replaces any previous financial planning agreements between the parties. To the extent not inconsistent with applicable law, this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. In addition, to the extent not inconsistent with applicable law, the venue (i.e. location) for the resolution of any dispute or controversy between Advisor and Client shall be the County of Morris, State of New Jersey. Where a dispute between Client and Advisor will not involve Advisor's personnel working in Morristown, New Jersey, Advisor will consent to move the arbitration to a location within 50 miles of the office of the personnel servicing Client.
13. **Electronic Delivery.** Client authorizes Advisor to deliver, and client agrees to accept, all required regulatory notices and disclosures via electronic mail and/or via Advisor's internet web site, as well as all other correspondence from Advisor. Advisor shall have completed all delivery requirements upon the forwarding of such document,

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disclosure, notice and/or correspondence to client’s last provided email address or upon advising client via email that such document is available on Advisor’s web site.

14. Authority. Client acknowledges that he/she/they have all requisite legal authority to execute this Agreement. Client correspondingly agrees to immediately notify Advisor, in writing, in the event that this representation should change.

15. Fees. The current estimated charge and payment terms for the initial financial planning and/or consulting services pursuant to this agreement is a fixed fee of _____ or an hourly fee of _____ per hour with an estimated cost of _____. Please make your check payable to Private Advisor Group.

IN WITNESS WHEREOF, Client and Advisor have each executed this Agreement on the day, month and year first above written.

Client Name

Client Signature

Client Name

Client Signature

Private Advisor Group, LLC

By: _____
Investment Advisor Representative Signature

Investment Advisor Representative Name (print)

Date

Rep ID

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