



## Financial Planning Agreement

This Financial Planning Agreement, the ("Agreement"), dated as of \_\_\_\_\_, 20\_\_\_\_, is by and between Vulcan Investments LLC, 2100 SouthBridge Pkwy, Suite 650 Birmingham, AL. 35209, an investment adviser licensed with the State of Alabama, and \_\_\_\_\_

\_\_\_\_\_ ("Client"), and relates to Adviser account number:

\_\_\_\_\_.

### 1. A Services of Adviser

For the purposes of this Agreement, there are three classes of services. Client shall select the class of service by initialing each service requested. The nature and scope of each class are:

- **Comprehensive Financial Planning:** After a thorough review of all pertinent Client provided data and objectives and mutually agreed upon assumptions, the Adviser will analyze the Clients financial situation including, but not limited to: net worth (assets and liabilities), corporate benefits, cash flow strategies (current and projected), retirement planning, risk management, investment portfolio, specific financial needs as determined by the client, and tax and estate planning considerations.

Upon completion of the analysis, the Adviser will make recommendations including suggested strategies to achieve Client's stated objectives. The Adviser will provide Client with a written report of all analysis and recommendations. In the event Client wishes to engage the Adviser to provide additional services Client and Adviser will establish mutually agreed upon terms for the continuation of services. The Client will be required to sign a new Client agreement and additional fees may apply for additional reviews.

- **Specific Financial Planning:** The Adviser will review all pertinent data provided by the Client, objectives, and mutually agreed upon assumptions and will prepare analysis limited to the topics selected by the Client. The Adviser will provide Client with the written report(s) of all the relevant analysis and recommendations to assist Client specific financial planning needs.
- **Hourly Financial Consultation:** Adviser will provide financial consulting services on an hourly basis. The Adviser Fee is \$75.00 per hour for Financial Planning. Under no circumstances will the Adviser require prepayment of a fee more than six months in advance and in excess of \$500.00.

### 1. B. Fees:

Financial planning services are offered on an hourly fee basis, which is \$75.00 per hour. The final fee shall be 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, 50% of the estimated fee is due upon signing of this Agreement and 50% upon completion. Adviser's financial planning fees are notable and arrangements with any client may differ from those described above.

In consideration of the services rendered by Adviser, Client shall pay to Adviser 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 based on an hourly basis.
- 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 based on an hourly basis.
- 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 \$75.00 per hour.

The fees charged by Adviser 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.

The Investment Advisor shall not be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of the client.

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

## **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 Adviser obtains information from a wide variety of publicly available sources and that Adviser has no sources, and does not claim to have sources, of inside or private information. The recommendations developed by Adviser are based upon the professional judgment of Adviser and its individual professional counselors and neither Adviser 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 Adviser 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 Adviser. Client will retain absolute discretion over all investment and implementation of any recommendations.

## **6. Legal and Accounting Services**

It is understood and agreed that Adviser 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. Terms of this Agreement**

The terms of this agreement shall be as follows:

### **7. A.**

In consideration of the services provided by the Adviser, Client shall pay to the amount set forth on the following Schedule.

### **7. B. Termination**

This Agreement may not be modified or amended except in writing and signed by both Adviser and Client. 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 30 days advance 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 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 Schedule H of Form ADV. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment adviser, then the 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.

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



**9. Assignment of Agreement**

No assignment, as that term is defined in the Investment Advisers Act, of this Agreement shall be made by Adviser without the written consent of Client.

**10. Notices**

Notices to Adviser must be in writing, and shall be sent to Adviser Address:

Vulcan Investments LLC

2100 SouthBridge Pkwy,

Suite 650

Birmingham, AL 35209

All notices or communications to the Client will be sent to:

(Client Address)

or such other name or address as may be given in writing to the other party. All notices hereunder shall be sufficient if delivered by facsimile, electronic mail, overnight mail or by hand. Any notice shall be deemed delivered only upon actual receipt.

**11. Governing Law**

The internal law of State of Alabama will govern this Agreement. However, nothing in this Agreement will be construed contrary to the Investment Advisers Act or any rule or order of the Securities and Exchange Commission under the Investment Advisers Act.

**Based on the Fees, Make all Checks payable to: Vulcan Investments LLC**

**Comprehensive Financial Planning: \$ \_\_\_\_\_**

**Specific Financial Planning: \$ \_\_\_\_\_**

**Hourly Financial Consultation: \$ \_\_\_\_\_**

*Based on estimated hours for completion, final amount may vary.*

**50% of which to be paid as of (Date) \_\_\_\_/\_\_\_\_/\_\_\_\_**

**With the remaining 50% to be paid upon completion date (estimated) \_\_\_\_/\_\_\_\_/\_\_\_\_**



**Accepted:**      **Date:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Client Name**

\_\_\_\_\_  
**Client Signature**

**By:** \_\_\_\_\_

**Client Name**

\_\_\_\_\_  
**Client Signature**

**By:** \_\_\_\_\_

**Adviser Name**

\_\_\_\_\_  
**Adviser Signature**