# NextGen Wealth, LLC FINANCIAL PLANNING AGREEMENT

Client Name(s)	
Address	
City, State, Zip	

Version Date: 09/04/2014

The undersigned ("Client"), being duly authorized, has established a Relationship referred to above (the "Relationship"), and hereby agrees to engage NextGen Wealth, LLC (" NWL") on the following terms and conditions.

## I. Appointment of NextGen Wealth, LLC

Client hereby appoints NWL as investment adviser/financial planner for this Relationship.

**II.** Services by NWL.

By execution of this Agreement, NWL hereby accepts the appointment as investment adviser for the Relationship and agrees from and after the effective date, as referred to in the Schedule of Fees attached hereto as Exhibit II, to create a financial plan for Client, which will outline Client's risks and tolerance levels. It is understood and agreed that NWL, in the maintenance of records for its own purposes, or in making such records or the information contained therein available to Client or any other person at the direction of Client, does not assume responsibility for the accuracy of information furnished by Client or any other person, firm or corporation.

## III. Fees.

The compensation of NWL for its services rendered hereunder shall be calculated in accordance with the Schedule of Fees attached hereto as Exhibit II. Client shall be given thirty (30) days' prior written notice of any increase in fees.

## **IV.** *Representations by Client.*

The execution and delivery of this Agreement by Client shall constitute the representations by Client that the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law or otherwise. NWL will not be responsible for any liability or expense resulting from a breach of Client's representations.

## **V.** *Representations by NWL.*

By execution of this Agreement, NWL represents and confirms that it is registered as an investment adviser in the state in which the client resides.

## **VI.** Amendment; Termination.

This Agreement contains the entire agreement between the parties and may not be modified or amended except in writing as executed by both parties. Client may terminate the Agreement within five (5) business days of signing the Agreement, without penalty and with full refund of NWL's fees. Thereafter, this Agreement shall continue in effect until the earlier of (i) NWL's delivery of a financial plan to Client or (ii) termination by either party by giving to the other written notice.

## VII. Notices.

All notices and other communications contemplated by this Agreement shall be deemed duly given if transmitted to NWL at the address shown below to the attention of its Chief Compliance Officer, and to Client at the address appearing below, or at such other address or addresses as shall be specified, in each case, in a written notice similarly given.

## **VIII.** Governing Law.

The validity of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the state in which the client resides except to the extent preempted by ERISA or other federal or state laws or regulations.

## **IX.** Exhibits.

The following Exhibits are attached, and are part of this Agreement:

Exhibit I - Investment Policy Statement Exhibit II - Schedule of Fees

**X.** *Receipt.* 

\_\_\_\_\_ Client acknowledges receipt of Parts 2A and 2B of Form ADV and NWL's Privacy Policy Statement.

**X.** Consent to Electronic Delivery.

Client hereby consents to receive via e-mail or other electronic delivery method for various communications, documents, and notifications from NWL. These items may include but are not limited to: all statements or reports produced by NWL; trade confirmations; billing invoices; all Client brochures (Form ADV, Wrap Brochure, etc.); privacy policy statements; and any other notices or documentation that NWL chooses to provide on an ongoing or occasional basis. Client agrees to immediately notify NWL of any changes to Client's e-mail address shown below or other electronic delivery address.

#### **XI.** Assignment.

No assignment of the Agreement by NWL shall be effective without the prior written consent of Client, except that an assignment by NWL that results in no change of control shall not require Client approval.

#### XII. Confidential Relationship.

All information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except as required by law and as described in NWL's Privacy Policy Statement.

#### XIII. Market Conditions.

acknowledges that NWL's Client past performance and advice regarding client financial plans cannot guarantee future results. AS WITH ALL MARKET INVESTMENTS, CLIENT INVESTMENTS CAN APPRECIATE OR DEPRECIATE. NWL does not guarantee or warranty that services offered will result in profit.

IN WITNESS THEREOF, the parties have executed this Agreement on the date stated below.

Client Name:		Representative of NextGen Wealth, LLC	
Client Signature	Date	Adviser Signature	Date
Client#2 Signature	Date	•	

<mark>Client Street</mark> <mark>Address:</mark>			
City:	<mark>State:</mark>	Zip:	
Phone:	<mark>E-Mail(s):</mark>		

NWL Street Address:	405 SW Waterfall Ct				
City:	Lee's Summit	State:	МО	Zip:	64081
Phone:	816-312-3343	E-Mail(s):	Clint.haynes@nextgen-wealth.com		

Exhibit I

## **Investment Policy Statement**

#### Creation Date:

#### **Explanation and Overview:**

The following Investment Policy Statement ("IPS") is designed to capture an initial picture and evaluation of the Client's current financial situation including their investment portfolio and assets. From this and other information obtained through Client/Adviser interviews and meetings, the Adviser will provide guidance and make recommendations to assist the Client in deciding what changes, if any, may be needed regarding their assets, allocations of their assets, and investment portfolio(s). The IPS will serve as a "document of understanding" between the Adviser and the Client which will need to be updated periodically in order to remain relevant.

The IPS is designed to do the following:

- 1. Define the Client's current financial situation,
- 2. Gather Client's investment profile information including risk/reward tolerances, goals, and expectations.
- 3. Define the duties and responsibilities of the Client, the Adviser, and the Investment Manager or Investment Committee (if different from Adviser).
- 4. State, in writing, the Client's investment goals, objectives, and constraints.
- 5. Describe proposed investment strategies and styles to be used by Adviser if applicable.

It is the **duty of the Client** to provide the Adviser with all requested current financial and/or other information to the best of his/her/their abilities. The Adviser will use this information to develop this IPS and the investment recommendations or strategy used for the Client's portfolios. The Client will also be expected to update the Adviser with any changes to the requested information that occurs in the future. The Adviser cannot be held liable for any inaccurate information provided by the Client.

It is the **duty of the Adviser** to treat the Client with a Fiduciary standard of care – meaning the Client's interests will always be at the forefront, ahead of any individual adviser representative or the Adviser. The Adviser will use various methods including this IPS and Client interviews, conversations, and meetings to collect the information needed to create this IPS document and to recommend an action plan of investment strategies and/or portfolio investments that are designed to accomplish the Client's goals and objectives.

As stated above this IPS will be used to gather statistical information about the Client to help the Adviser structure portfolios that are consistent with the Client's policies and goals as delineated in discussions between the Adviser and the Client.

# **IPS - Information and Assumptions:**

# **Client Profile Information**

	Client #1	Client #2
Income Tax Bracket:	%	%
Desired Retirement Age:		
Net Worth (Including Residence)	\$	\$
Net Worth (Excluding Residence)	\$	\$
<mark>Liquid Net Worth</mark>	\$	\$

Current Investment Holdings: \_See statements\_\_\_\_\_

## Investment Objective(s) Information

	Client #1	Client #2		
Desired Monthly/Annual Retirement Income:	\$ per month/year.	\$ per month/year.		
Estimated Annual Inflation Rate Between Now and Retirement:	3%	3 %		
Time Horizon for Proposed Investment Portfolio in Years:				

Risk Tolerance:

Acceptable Percentage of Principal Investment Loss in a Short Term Period: \_\_\_\_\_%

Target Rate of Return: \_\_\_\_\_% over a \_\_\_\_\_ (# of years) Time Frame.

Specific Investment Objectives and Goals (be specific and provide details): \_\_\_\_\_

Which of the following best reflects your investment objectives?

\_\_\_\_ I seek to preserve my investments and accept minimal return to pursue my objective. \_\_\_\_ I seek to generate income from my investments and am interested in investments that have historically demonstrated a low degree of risk of loss of principal value.

\_\_\_\_I seek to grow the principal value of my account(s) over time and am willing to invest in securities that have historically demonstrated a moderate degree of risk to loss of principal value to pursue my objective.

\_\_\_\_I seek to grow a greater amount of the principal value of my investments over time and am willing to invest in securities that have historically demonstrated a moderate to above average degree of risk of loss of principal value to pursue this objective.

\_\_\_\_I seek a significant increase in the principal value of my investments am willing to accept a corresponding greater degree of risk by investing in securities that have historically demonstrated a high degree of risk of loss of principal to pursue this objective.

#### How would you respond if you were to endure an investment loss?

\_\_\_I would sell my investments immediately if they suffered substantial declines.

\_\_\_\_Although declines in investment value make me uncomfortable, I would wait one to two quarters before adjusting my portfolio.

\_\_\_\_I can endure significant declines in the value of my investments and would wait at least one year before adjusting my portfolio.

\_\_\_\_Even if my investments suffered a significant decline over several years, I would continue to follow my long-term investment strategy and not adjust my portfolio.

\_\_\_\_ I would increase the amount invested in my portfolio in anticipation of an increase in value.

How knowledgeable are you with regard to finance and investing?

\_\_\_\_ Minimal. I have very little interest in understanding finance and investing or I have not had the opportunity to learn.

\_\_\_\_Low. I have only the basic knowledge of finance, such as stocks, bonds, and mutual funds.

\_\_\_\_ Medium. I have knowledge beyond basic products and I understand diversification and other financial and investing terminology and strategy.

\_\_\_\_ High. In addition to understanding products and terminology, I understand factors that affect the price of stocks and bonds.

\_\_\_\_\_ Advanced. I have an in depth knowledge of most financial products, including stocks, bonds, and options. I understand overall market risk as well as company specific risk.

## **Investment Experience**

How long have you owned each/any of the following:

\_\_\_\_\_ Mutual Funds \_\_\_\_\_ Stocks \_\_\_\_\_ Bonds \_\_\_\_\_ Fixed Annuities

\_\_\_\_\_ Indexed / Variable Annuities \_\_\_\_\_ ETFs \_\_\_\_\_ REITs \_\_\_\_\_ Limited Partnerships

\_\_\_\_\_ Other (provide details:\_\_\_\_\_\_)

## Adviser Proposed Investment Strategies and/or Modules:

[Here the Adviser should supply a detailed description of the investment strategy and business model that they will recommend to the Client. While each client's proposed investment strategies or allocation models will of course be customized there should be various similarities in the adviser's business model to allow the majority of this information to be created as a "template" that requires only limited modifications for each client.]

## **Client and Adviser Adoption Signatures:**

Client and Adviser both jointly adopt this Investment Policy Statement and agree that it is a work in progress that must be updated frequently in order to remain relevant and appropriate.

Client Name:		Representative of NextGen Wealth, LLC		
Client Signature Da	ate	Adviser Signature	Date	
	_			
Second Signature Da	<mark>ate</mark>	Chief Compliance Officer Signature	Date	

#### Exhibit II

#### Fee Schedule

The following are the fees charged by NextGen Wealth, LLC for services provided:

#### **Financial Planning Fees**

Clients may terminate the agreement without penalty for a full refund of NWL's fees within five business days of signing the Financial Planning Agreement. Thereafter, clients may terminate the Financial Planning Agreement generally upon written notice.

Monthly fee consulting services along with hourly financial planning (listed above), and non-discretionary investment advisory services (with no trading component) may also be included in that fee. With this service, there can be a monthly retainer fee based on the client's income. The fee schedule is as follows: 0-250,000 - .70%, 250,000+ - .60%. Example: if a client makes 100k per year, their annual financial planning retainer fee would be \$700 or \$58.33 per month. This fee is taken from the client's credit card or debit card.

#### Hourly Fees

The negotiated hourly fee for these services is \$180. Fees are charged in arrears upon completion, or on an ongoing basis along with general consulting services, as described above.

#### **Payment of Financial Planning Fees**

Financial planning fees are paid via check, wire and credit/debit card.

Hourly financial planning fees are paid in arrears upon completion.

Clients are responsible for the payment of all third party fees (i.e. custodian fees, brokerage fees, mutual fund fees, transaction fees, etc.). Those fees are separate and distinct from the fees and expenses charged by NWL.

NWL collects its fees in arrears. It does not collect fees in advance.

The negotiated rate is: \_\_\_\_\_