

## Financial Planning and Consulting Agreement

This Financial Planning and Consulting Agreement (“Agreement”) is entered into as of \_\_\_\_\_ (“Effective Date”) by and between \_\_\_\_\_ (“Client” or “you”) whose mailing \_\_\_\_\_ address \_\_\_\_\_ is \_\_\_\_\_ and email address is \_\_\_\_\_ and Regent Peak Wealth Advisors, LLC, a registered investment adviser, whose mailing address is 200 Galleria Parkway, SE Suite 1175, Atlanta, GA 30339 (“Adviser”, “we,” “our,” or “us”). Client and Adviser are collectively referred to herein as the “parties.”

The parties agree as follows:

### 1. Financial planning or consulting services.

- a. Adviser will provide Client with the financial planning and/or consulting services described in **Exhibit A** to this Agreement (the “Services”).
- b. Client acknowledges that Client will be solely responsible for accepting or rejecting Adviser’s investment recommendations and implementing any such investment recommendations or advice. Client may choose any adviser, brokerage firm, or other professionals to implement the recommendations and advice given by Adviser. Adviser does not guarantee the results of any of its recommendations, any specific level of performance, or the success of its overall financial planning or consulting services.
- c. Client agrees to provide accurate, complete, and up-to-date information relating to the Client’s financial circumstances and needs and to promptly update Adviser should there be any changes to such information. Client acknowledges that Adviser cannot perform the Services unless Client diligently performs Client’s responsibilities under this Agreement.
- d. Client acknowledges that Adviser is neither Client’s attorney nor accountant, and no portion of the Services rendered shall be interpreted by Client as legal or accounting advice. Client may seek the advice of a qualified attorney and/or accountant, and Adviser’s role will be that of coordinator between Client and Client’s designated professional(s).
- e. The Services to be provided by Adviser are limited to the financial planning or consulting services described above. Client may, in its sole discretion, retain Adviser to perform other services on Client’s behalf, including investment management services, by entering into a separate agreement with Adviser. Separate fees will be charged to Client for providing such additional services.

## **2. Compensation.**

- a. In consideration for the Services to be provided by Adviser, Client will pay to Adviser the fee described in **Exhibit B**. The Fee does not cover any services associated with the implementation of Adviser's recommendations.

## **3. Adviser Liability.**

- a. Notwithstanding the foregoing, the federal securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which the Client may have under any federal or state securities laws.
- b. This provision will survive termination of this Agreement.

## **4. Indemnification.**

- a. To the fullest extent permitted by law, Client will defend, indemnify, and hold Adviser and its Affiliates harmless from all Losses paid, suffered, incurred or sustained by Adviser or its Affiliates arising out of or in connection with: (i) any misrepresentations or omissions made by Client in this Agreement; (ii) any inaccuracies in the information that Client provides to Adviser, or any instructions that Client provides to Adviser in connection with Client's Assets; and (iii) any act or omission of any professionals or service providers recommended to the Client by Adviser, including, without limitation, any investment adviser, broker-dealer and/or custodian, attorney, accountant, insurance agent, or any other professional; provided that Adviser exercised reasonable care in recommending such professional or service provider to the Client.
- b. Notwithstanding the foregoing, the federal securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which the Client may have under any federal or state securities laws.
- c. This provision will survive termination of this Agreement.

## **5. Representations.**

- a. Client represents that it has the full legal power and authority to enter into this Agreement and that the terms of this Agreement do not violate any obligation or duty to which Client is subject or bound, whether arising out of contract, operation of law, or otherwise. If Client is an entity, this Agreement has been duly authorized by appropriate entity action and when executed and delivered will be valid and binding in accordance with its terms. At Adviser's request, Client will promptly deliver a corporate resolution or other action authorizing this Agreement.

- b. Client represents that the terms of this agreement do not violate any obligation by which Client is bound, whether arising by contract, operation of law, or otherwise.
  - c. Client represents that all information relating to Client's financial circumstances, as relayed by Client from time to time, is a complete and accurate representation of Client's financial situation. Client will promptly inform Adviser in writing if and when such information becomes incomplete or inaccurate. Client will provide Adviser with any other information and documentation that Adviser may request in connection with this Agreement or related to Client's financial circumstances. Client acknowledges that Adviser is not required to verify the accuracy of the information provided by Client.
  - d. Client represents that it has been provided a copy of: (i) the Adviser's Form ADV Part 2A disclosure brochure (which describes the Adviser's services and compensation as well as risks and conflicts of interest associated with the services provided by Adviser); (ii) Adviser's Form ADV 2B disclosure brochure supplements (which contain information relating to the employees who will provide advisory services on Client's behalf), and (iii) Adviser's privacy policy notice (which describes Adviser's policies relating to the sharing and protection of Client's nonpublic information). Client represents that it has had an opportunity to review such documents and the opportunity to ask Adviser any questions Client has relating to such documents.
- 6. Term and Termination.** This Agreement will continue indefinitely unless terminated in writing as provided below. This Agreement may be terminated at any time upon receipt of written notice to terminate given by either party to the other. Upon termination of this Agreement, Client will pay to Adviser any outstanding fees, and Adviser will refund any unearned fees to Client.
- 7. Assignment.** This Agreement may not be assigned within the meaning of the Investment Advisers Act of 1940, as amended ("Advisers Act") by either Client or Adviser 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 Adviser shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Advisers Act.
- 8. Notices.** Any notice or other communication given to a party in connection with this Agreement will be in writing and will be deemed effective upon receipt, if delivered to such party at its mailing or email address listed above (or to a substitute address properly provided in writing). It is Client's responsibility to immediately review all communications, including emails, and to advise Adviser of any discrepancies.
- 9. Electronic Delivery.** Client agrees to receive certain communications from Adviser electronically (including, without limitation, Adviser's Form ADV Part 2A disclosure brochures, Form ADV Part 2B brochure supplements, privacy policy notices, invoices, account statements, and reports) (a) via e-mail, (b) by access to a website that Adviser will designate in an e-mail notice Adviser send

to Client at the time the information is available, or (c) to the extent permissible by law, by access to a website that Adviser will generally designate in advance for such purpose. Client acknowledges that certain communications that Adviser sends will only be delivered electronically, and no paper copies will be delivered. By sending or receiving sensitive or confidential electronic communications, Client accepts the risks and possible lack of confidentiality over the Internet. Client agrees to hold Adviser and its Affiliates free from any Losses related to or arising from the delivery of electronic communications. Client's consent will remain effective indefinitely unless Client revokes it. Client may revoke its consent to electronic delivery at any time by informing Adviser in writing at Adviser's address listed above. Client can withdraw its consent to electronic delivery but doing so will not affect the legal effectiveness, validity, or enforceability of the electronic documents that were provided to Client before Client's withdrawal became effective. If Client withdraws consent for electronic delivery, Adviser will provide documents to Client using a physical mail service to the extent that paper copies of such communications will be delivered.

**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 Adviser's services under this Agreement that cannot be resolved by mediation, both Adviser 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. Adviser and Client understand that such arbitration will be final and binding, and that by agreeing to arbitration, both Adviser and Client are waiving their respective rights to seek remedies in court, including the right to a jury trial. Client acknowledges that Client 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 nonpayment of any portion of Adviser's Fees, Adviser, in addition to the aforementioned arbitration remedy, will be free to pursue all other legal remedies available to it under law and will be entitled to reimbursement of reasonable attorney's fees and other costs of collection. This agreement to arbitrate does not constitute a waiver of Client's right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws. 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 Adviser's services under this Agreement that cannot be resolved by mediation, both Adviser 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. Adviser and Client understand that such arbitration will be final and binding, and that by agreeing to arbitration, both Adviser and Client are waiving their respective rights to seek remedies in court, including the right to a jury trial. Each party will bear its own expenses, including legal and accounting fees, with regard to the arbitration. For injunctive relief, it is agreed that any court of competent jurisdiction may also entertain an application by either party. Any award of the arbitrators shall be final and binding, subject only to such right of review that may lie under applicable state or federal law. In the event of any court proceeding to challenge or enforce an arbitrator's award, the parties hereby consent to the exclusive jurisdiction of the state and federal courts in Cobb County in the State of Georgia and agree that such courts are not an inconvenient forum. Any costs involved in enforcing the arbitration

award shall be fully assessed against and paid by the party resisting enforcement of the award. Client hereby agrees that the existence of any such arbitration as well as any decision, award or settlement and the terms thereof shall be confidential and shall not be disclosed to any third party except as required by law, to Client's immediate family and to Client's tax, accounting, and legal advisors, provided that you secure the agreement of such individuals to keep such information confidential. To the extent any award is subject to confirmation or vacatur proceeding, Client agrees to seek permission to file it under seal. The parties hereby agree that this arbitration clause shall be governed by and construed under the Federal Arbitration Act. Client acknowledges that Client 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 nonpayment of any portion of Adviser's Fees, Adviser, in addition to the aforementioned arbitration remedy, will be free to pursue all other legal remedies available to it under law and will be entitled to reimbursement of reasonable attorney's fees and other costs of collection. This agreement to arbitrate does not constitute a waiver of Client's right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.

**11. Entire Agreement.** This Agreement (including any exhibits) constitutes the entire agreement between the parties and supersedes all understandings, agreements (oral and written), and representations with respect to the subject matter of this Agreement. Any reference to an exhibit in this Agreement will be to the exhibit, as amended and restated from time to time. Neither party has made or relied on any representation, inducement or condition not in this Agreement.

**12. Amendments.** The Adviser may amend this Agreement upon written notification to the Client. Unless the Client notifies the Adviser to the contrary, in writing, the amendment will become effective thirty (30) days from the date of delivery.

**13. Governing Law/Venue.** Except for the Section entitled Arbitration, which will be governed by the Federal Arbitration Act, to the extent permitted by law, this Agreement and any dispute, disagreement, or issue of construction or interpretation whether relating to its execution, its validity, the obligations provided herein, or performance will be governed by the internal laws of the State of Georgia (the "Governing Jurisdiction") without regard to choice of law considerations. Any action, suit, or proceeding arising out of, under or in connection with this Agreement seeking an injunction or not otherwise submitted to arbitration pursuant to this Agreement will be brought and determined in the appropriate federal or state court in the Governing Jurisdiction and in no other forum. The parties hereby irrevocably and unconditionally submit to the personal jurisdiction of such courts and agree to take any and all action necessary to submit to the jurisdiction of such courts in any such suit, action, or proceeding arising out of or relating to this Agreement. In addition, to the extent not inconsistent with applicable law, the venue (i.e. location) for the resolution of any dispute or controversy between Adviser and Client will be Cobb County in the State of Georgia.

- 14. No Waiver.** No failure by Adviser to exercise any right, power, or privilege will operate as a waiver thereof. No waiver of any breach of this Agreement by Client will be deemed to be a waiver of any subsequent breach.
- 15. 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 any other jurisdiction
- 16. Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The execution of this Agreement may be by physical, facsimile, or electronic signature.
- 17. Section Headings.** Section headings have been inserted for reference only and will not be deemed to limit or otherwise affect, in any manner, or be deemed to interpret in whole or in part any of the terms or provisions of this Agreement.

(SIGNATURES BEGIN ON THE FOLLOWING PAGE)

By executing this Agreement, each party acknowledges and accepts its respective rights, duties, and responsibilities hereunder. This Agreement will not be binding on Adviser, unless and until signed by an authorized representative of Adviser.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Client Name

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Client Name

REGENT PEAK WEALTH ADVISORS, LLC

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

## **EXHIBIT A: Financial Planning/Consulting Services**

Adviser will provide Client with the following financial planning and/or consulting services:

Financial Planning including a customized comprehensive plan consisting of goal identification and alignment, risk profile assessment and outcome analysis. Plan is to be updated as necessary throughout the year.

Cash & Liability Management which includes debt structuring and sourcing for lending needs as well as cash yield optimization solutions.

Legacy Planning including insurance needs analysis, beneficiary/power of attorney review, charitable giving and an estate planning overview.



## **EXHIBIT B: Fees**

For the Services to be rendered, Adviser will charge an annual flat fee of \$[\_\_\_\_\_]. This fee will be payable monthly in advance.