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**FINANCIAL PLANNING AGREEMENT**

This AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_ 202\_\_ between \_\_\_\_\_ ("Investor(s)") and WMS Advisors, LLC, a registered investment advisory firm.

**SERVICES:**

The Investor(s) desires to utilize the services of the Advisor in analyzing and assessing the Investor’s current financial status. Services provided may include:

- Strategic planning for businesses and individuals
- Wealth Management – coordinating investment, tax, and estate plans into a comprehensive approach to help clients achieve their financial goals
- Investment, portfolio design and analysis
- Insurance services, including long term care, disability, annuities, and life insurance
- Estate and trust services
- Other general financial planning services

Advisor will rely upon the financial information provided by Investor(s). Investor(s) agrees to provide to, and discuss fully and candidly with Advisor, information regarding Investor’s income, investments, income tax situation, estate plan, goals, present and future liquidity needs and other pertinent matters, and agrees to promptly notify Advisor of any material changes to any of the information provided.

At this time, we have agreed to provide the following services (please initial all that apply):

\_\_\_\_\_ **Investment Analysis** – we will review your current investment portfolio(s) and offer suggestions regarding alternative investments and asset allocations.

\_\_\_\_\_ **Financial Condition** – we will review your existing assets, liabilities, income, expenses and insurances. The purpose of this review will be to prepare a comprehensive report of our findings regarding your overall financial status.

\_\_\_\_\_ **Goal Based Projections** - we will prepare goal-based projections, such as retirement or college projections, as needed, based on specific assumptions, and provide you with alternative investment options and funding ideas.

\_\_\_\_\_ **Cash Flow** - we will review your existing income and expense flows on both a monthly and annual basis in order to provide suggestions that may assist in curtailing debt, improving retirement funding and provide additional alternatives to increase cash flows.

\_\_\_\_\_ **Other: Explain** – \_\_\_\_\_

## **FEES:**

The fees for these services are based on the time expended on your project. We bill our investors on an hourly basis at our standard hourly rates, plus out-of-pocket expenses. At present, these rates are \$350.00 for principal/advisor time, \$225.00 for professional staff time, and between \$75.00 - \$125.00 for administrative time, depending on services provided. Once we complete our initial review of your data, we will provide a price quote based on the expected time of your project(s). The parties understand that time is of the essence in an engagement of this nature and accordingly, the data needs to be reasonably current. Therefore, if requests for information remain unfulfilled for a period of 90 days or more, the Advisor reserves the right to discontinue services and begin the project from the start using current data.

Our standard procedure is to request an advance retainer of the estimated fees upon acceptance of an engagement. Accordingly, we would request a retainer of **\$500.00** at this time. The Investor understands that the Advisor will not be compensated hereunder on the basis of a share of capital gains or capital appreciation of the portfolio or any portion thereof. Once this project has been completed and, if applicable, new investments selected, we can discuss a subsequent arrangement to monitor and manage your portfolio(s) for future years. Accordingly, this engagement will terminate once the project has been completed and a new investment advisory relationship has been established.

Also, please be advised that we do not bill on account. Our bills are due and payable upon presentation. All invoices unpaid after thirty days will bear interest at the rate of one-half percent (.5%) per month (6% per annum). Should an account remain unpaid for more than two months (60 days), the Advisor reserves the right to discontinue all services and refer such account to collection, including any related costs of collection.

## **RESEARCH AND GUARANTEES:**

All opinions, advice, recommendations, or suggestions are based on information and research derived from original or published sources believed to be accurate and reliable but recognized as not infallible. There can be no guarantee the recommendations or management services will prove to be profitable in the future or that they will equal the performance of any previous recommendations. Nothing contained in this agreement shall constitute a waiver of the limitation of rights that a client may have under federal or state securities laws.

## **TERMINATION:**

This Agreement shall have a five (5) day rescission period upon signing and automatically renew on an annual basis or until the project is completed unless terminated in writing by the Investor or the Advisor. Either party to this Agreement can cancel this agreement prior to this date by sending written notice of termination to the other party. Upon receipt by the Advisor of written notice of the cancellation of this agreement, the Advisor shall not make any new commitments or undertake any additional obligations on behalf of the Investor(s). Any unused portion of retainer fees will be returned to the Investor.

## **ARBITRATION:**

**Arbitration Requirement** – Any dispute involving Investor(s) relating to this Agreement that cannot be settled shall be taken to arbitration as set forth in the paragraph below.

**Arbitration Disclosure** – Arbitration is final and binding on the parties. Investor(s) understands that this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such a waiver would be void under the federal securities laws and the client is not waiving any rights provided under state or federal securities laws to pursue a remedy by other means. Pre-arbitration discovery is generally more limited than and different from court proceedings. The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.

**Arbitration Agreement** – Any controversy or dispute arising between Investor(s) and Advisor shall be determined by an arbitration proceeding to be held in accordance with the commercial arbitration rules of the American Arbitration Association. Any award rendered therein shall be final and binding upon each and all of the parties, and judgment may be entered thereon in any court having jurisdiction thereof.

No person shall bring a punitive or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a punitive class action or who is a member of a punitive class and who has not opted out of the class with respect to any claims encompassed by the punitive class action until: (i) the class certification is denied; (ii) the class is decertified; or (iii) the Investor(s) is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

**DISCLOSURE:**

The Investor(s) acknowledges that the Advisor is a registered representative of Grove Point Investments, LLC., a broker/dealer, and as such, may receive commissions and/or income from any brokerage placed through such broker/dealer. This affiliation could create a conflict of interest that should be considered and discussed prior to signing this contract. With regard to the asset custodian, the Investor has the responsibility of choosing their custodian. All information and advice furnished by either party to the other, including their agents and employees, shall be treated as confidential and not disclosed to third parties except as agreed upon in writing as required by law. The Advisor cannot reassign this contract without written consent from the Investor(s) to the contract.

**CLIENT CONFLICTS:** If this Agreement is with more than one Investor, our Services shall be based upon the joint goals as communicated to us by the Investors, collectively. We shall be permitted to rely upon instructions and/or information we receive from either party, unless and until such reliance is revoked in writing to us. We shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between Investors.

**ACKNOWLEDGMENT:**

The Investor(s) hereby acknowledges receipt of Parts 2 and 3 of Form ADV: Firm Brochure or a brochure containing the information relating to the Advisor and the nature of its business pursuant to the Securities and Exchange Commission. If the Form ADV Part 2 was not delivered to the Investor at least 48 hours prior to the Investor entering into any written or oral advisory contract with this investment Advisor, then the Investor 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.

**ELECTRONIC COMMUNICATIONS ACCEPTABLE:** The Investor *consents to electronic delivery of required disclosure documents* and other communications by the Advisor. Such consent will remain effective unless revoked by the Investor, in writing. The Advisor will transmit information by email in text, PDF, Microsoft Word, or other formats that can be readily viewed, printed, and saved. The Investor has provided the Advisor with one or more valid email addresses that the Advisor may use to communicate with the Investor. The Investor may revoke its consent to receive communications electronically at any time by notifying the Advisor.

I (We) consent to electronic delivery of required disclosure documents.

\_\_\_\_\_

Initial                      Email Address

\_\_\_\_\_

Initial                      Email Address

If the above adequately expresses your understanding regarding this engagement, please acknowledge such by signing and returning the enclosed copy of this letter at your earliest convenience. We appreciate the confidence you have placed in us and hope that we can continue a long and mutually beneficial association

**AGREED AND ACCEPTED:**

_____ Investor Signature	_____ Date	_____ WMS Advisor Signature
_____ Investor Name – Please Print	_____ WMS Advisors Name	
_____ Investor Signature	_____ WMS Principal Signature	_____ Date
_____ Investor Name – Please Print	_____ WMS Principal Name	
_____ Date	_____ Date	

Securities offered through Grove Point Investments, LLC, member [FINRA/SIPC](#). Investment Advisory Services offered through Grove Point Advisors, LLC and WMS Advisors. Grove Point Investments, LLC & Grove Point Advisors LLC are subsidiaries of Grove Point Financial, LLC. WMS Advisors, LLC is not affiliated with Grove Point Financial, LLC or its subsidiaries. Securities and Investment Advisory Services offered at 11300 Rockville Pike Suite 800 Rockville MD 20852. Investment Advisory Services through WMS Advisors, LLC also offered at 6135 Park South Drive, Suite 510 Charlotte NC 28210 Form CRS Link: <https://www.grovetpointfinancial.com/for-investors>

