



## Investment Advisory Agreement

This agreement describes the relationship between Plan of Care Advising LLC. (hereafter referred to as “Adviser”) and \_\_\_\_\_ (hereafter referred to as “Client”) entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

### Services To Be Provided

- I. Comprehensive Financial Planning. Adviser believes that a comprehensive financial plan is essential to a Client’s financial success. Building a comprehensive financial plan will consider all the following components depending upon the needs of the individual Client. All or some of the following may be involved in the individual financial planning process. Components not listed below may also be part of an individual’s financial plan based upon their individual circumstances.
  - a. Clarification / Establishment of primary financial ambitions
  - b. Cash flow analysis
  - c. Risk assessment / mitigation
  - d. Budgeting
  - e. Debt payment plan
  - f. Establishing net worth
  - g. Income tax assessment / tax strategies
  - h. Employer benefits review
  - i. Educational funding
  - j. Long term medical expense planning
  - k. Comprehensive investment review
  - l. Retirement planning
  - m. Estate planning
  - n. Charitable giving

Planning can also be done on a one-time basis instead of an ongoing basis. Adviser and Client will meet to discuss the Client’s financial situation and Adviser will supply the Client with an estimate of the hours to be billed to generate the plan. This total will be mutually agreed upon prior to Adviser beginning to build the plan. Should Adviser require further hours to complete the plan, Adviser will bring a new estimate to the Client that must be agreed to and written authorization provided by the Client. Under this arrangement, the relationship ends when the plan is delivered. There is no ongoing monitoring or follow-up by Adviser.

- II. Investment Management – Adviser considers the individual risk tolerance, timeline, and objectives of each Client and builds a portfolio to optimize those assets. This is done on a discretionary basis meaning that the Client will give a limited power of attorney to Adviser giving Adviser the ability to execute transactions without having to receive specific consent prior to every transaction. Adviser will only execute transactions in accordance with the mutually



agreed upon plan and will always work within any restrictions placed by the Client. Adviser will never open a new account without specific, written consent of the Client.

- III. Financial Advising – Adviser believes that providing quality advice and education is an essential part of the Adviser / Client engagement. Adviser takes a proactive approach to providing education on topics that are important to the financial health of Clients. Adviser believes strongly that he should be available to Clients seeking advice regarding their financial lives.
- IV. Educational Seminars / Speaking Engagements – Speaking engagements to groups and organizations are offered on a variety of financial topics. Fees are negotiable and the range is based on the content, amount of research conducted, the number of hours of preparation needed, the number of attendees, and any other financial costs placed on Adviser. In the event of inclement weather or flight cancellation, the Speaker will make all reasonable attempts to make alternate travel arrangements to arrive in time for the presentation. If travel proves impossible the Speaker’s fee is waived. Client is not responsible for covering the travel costs of Adviser. The total agreed upon fee is due the day of the speaking engagement upon completion of the event.

In the event the Client decides to cancel or change the date of the event for any reason besides weather or similar unforeseen circumstances, the Client will still be responsible for 25% of the Speaker’s fee if the cancellation occurs within 30 days of the event. If the Speaker must cancel due to health or similar unforeseen circumstances, the Speaker will make all attempts to find a reasonable alternative engagement date and will absorb any incremental additional costs for obtaining alternative travel arrangements. If an alternative date cannot be obtained, the Client will not be responsible for any of the Speaker’s fees and will be refunded any fees already paid.

### Contract Term

Adviser believes that, as a fiduciary, it is not in the Client’s best interest to require a notice for termination of this agreement. Should the Client feel they are not being served in the best possible way Adviser would encourage the Client to request a meeting and discuss this at their earliest convenience. If the Client is convinced that the relationship must end Adviser wants the Client to be able to find their best possible financial Adviser as quickly as possible. To facilitate this, Adviser does not require prior notice before termination of this agreement. This agreement will be considered terminated effective immediately upon written notification from Client to Adviser. As a fiduciary, Adviser believes that if he is convinced that he cannot provide the best service or outcomes to a Client, for whatever reason, Adviser can terminate this agreement, effective immediately upon notifying said Client.

Upon termination of this agreement, any fees outstanding will remain due to Adviser whether the termination is initiated by the Client or Adviser. AUM fees are billed based off the preceding month and, as such, if an agreement is terminated in the middle of a billing period a prorated fee will be applied for this time.

### Fee Schedule

To accommodate the preferences of Clients, Adviser offers both AUM billing or an hourly fee.



- AUM billing is based on the following schedule:

Account Value	Annual Adviser Fee	Monthly Adviser Fee
\$0 - \$1,000,000	1%	0.083%
\$1,000,001 - \$2,000,000	0.85%	0.07%
\$2,000,000 - Above	0.70%	0.058%

AUM billing for Employee Benefit Plans is as follows:

Account Value	Annual Adviser Fee	Monthly Adviser Fee
\$0 - \$1,000,000	1%	0.083%
\$1,000,001 - \$2,000,000	0.85%	0.07%
\$2,000,000 - Above	0.70%	0.058%

AUM billing does not include custodial or broker-dealer charges including, but not limited to, brokerage fees, transaction fees, mutual fund / exchange traded fund management fees, and any other fees not charged by Adviser.

AUM billing includes financial advising and investment management services. A separate fee may be applied for the building of the financial plan. This fee will be based on the hourly rate of \$185 per hour and will be agreed upon in advance. The total will be an estimate of the hours that the Adviser anticipates will be required to build the plan. If the Adviser requires more than the estimated number of hours the Client must be notified and agree to the new estimate in writing. The fee for the plan will be due at the time of delivery or invoiced per agreement between the Client and Adviser. This fee can be waived at the discretion of the Adviser.

By entering this agreement, the Client gives Adviser the authority to bill the AUM fee directly from the appropriate investment account(s).

The formula for computing the AUM fee is calculated on a daily ending balance average and billed in arrears. The billing period is measured on a monthly basis. The Client does not pay a prepaid fee, instead they are billed for the previous month. The fee is calculated based on the daily ending balance for that period. Adviser believes this method of billing prevents instances of overcharging due to the compressed time frame and accounting for daily balances. Client cannot end up paying a higher fee if the market rises drastically just before a set billing date. Should this agreement be terminated during a billing period, a prorated fee will be charged for the portion of the billing period prior to termination of this agreement.

- Hourly Billing – Hourly financial planning and advising are offered at an hourly rate of \$185 per hour. The fee is due at the completion of the engagement. For clients billed hourly, Adviser will supply Client with an estimated number of hours to be billed. Should the number of hours exceed said estimate, Adviser cannot invoice Client beyond hours given in estimate without agreement and prior written authorization of the Client. In the event of early termination by the Client, any fees for hours already worked will be due.



- Prepaid Fees – Adviser does not charge any prepaid fees for AUM or hourly billing. Speaking engagements that are billed do not have prepaid fees.
- Fee-Only Defined – As a fiduciary, Adviser operates on a fee-only basis. Adviser receives compensation solely from the fees billed to the Client. While the AUM fee will increase or decrease as the value of assets managed fluctuates, Adviser does not share in profits from capital gains, dividends, or market appreciation. Adviser’s compensation is not tied to any specific product or security. Adviser does not receive commissions of any kind. Adviser is not compensated by any third party vendor for use of their services. Adviser may receive a discount on some services that are bundled together. Adviser does not receive bonuses or incentives of any kind for the selection of specific securities or products.

### Discretionary Authority

Client will sign a Limited Power of Attorney giving Adviser the ability to execute transactions, within the parameters of the dually agreed upon plan and adhering to any restrictions the Client has put into place, without requiring specific consent for every transaction. By operating in this manner Adviser can perform in the most time efficient manner and improve outcomes for the Client.

### Assignment of Client Agreement

Under no circumstances can Adviser assign this Client Agreement to another Adviser without the express written consent of the Client.

### Receipt of Disclosure Document

Client has the right to terminate this agreement, without penalty or owing any fee, if Adviser does not supply Client with Adviser’s Disclosure Document 48 hours prior to entering into this agreement. Adviser can supply the Disclosure Document at the time of entering into this agreement, but this allows the Client the five-day grace period mentioned above.

### Investment Objectives and Restrictions

Investment objectives are determined on an individual basis in accordance with the individual Client’s goals, time horizon, and risk tolerance. Adviser creates an individualized portfolio for each Client based on these factors and more, however; Adviser does follow certain guiding principles in decision making. Adviser firmly believes in a broadly diversified approach to limit risk and capture growth. Adviser does not advocate for high-risk, speculative investments as the core of any investor's portfolio (i.e. having more than 5% of a Client’s portfolio in cryptocurrency). Adviser does not advocate for the use of private placements, hedge funds, options, or short positions. Adviser does advocate for consistent investment in quality, low-cost funds that provide broad access to the market overall.



The Client will always retain control over their assets and ultimate decision-making power. Adviser will make recommendations, but the final decision will lie with the Client and Adviser will respect and work within the confines of all restrictions placed by the Client.

### Selection of Broker-Dealer

Adviser utilizes Altruist LLC as its custodian of choice. Altruist offers services which include custody of securities, trade execution, clearance, and settlement of transactions. Altruist is a modern custodian that uses the latest technology to optimize tax efficiency and asset allocation. Altruist was built and continues to grow solely to serve the registered investment Adviser (RIA) space. It does not compete for the business of its advisers' Clients and is constantly improving based upon the input of the advisers they work with.

Adviser also can utilize Charles Schwab for custodial services.

### Proxies and Voting

Client will retain voting privileges in securities held. Adviser is available to answer questions and offer general guidance on such matters, but the Client will maintain responsibility for voting their shares

### Cross-Trades

Adviser, nor anyone controlled by or under common control with Adviser, will function as a dealer facilitating both sides of any transactions.

### Confidentiality

Adviser holds the highest standard of protecting Client information. Adviser does not share Client information with any third party outside of entry of Client information for the purpose of normal operating business. In certain situations, in accordance with state or federal law, Adviser may be compelled to share Client information. In such instances, Adviser will comply.

### Adviser and Client Responsibilities

1. Client will provide all current information required by Adviser to perform appropriate financial analysis under this Agreement. Analysis and recommendations will be made based on the information submitted and the economic, family and investment circumstances, as well as tax and securities laws in effect during the time of services. Client understands that they must inform the Adviser if their personal or financial circumstances change. The 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 Investment Adviser Representatives and neither can guarantee the results of any recommendations. Client may choose to follow or ignore, completely or in part, any information, recommendation or consultation given by Adviser under this Agreement.

2. Client agrees that Adviser shall not be liable for anything done or omitted by it under the Agreement so long as it shall have acted in good faith, and if negligent, willful or reckless misconduct or violation of applicable law is not involved. The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement will waive or limit any rights that Client may have under federal and state securities law.
3. Adviser may retain copies of documents, papers, or other information in the Client file, unless Client specifically requests otherwise. Client agrees that, as part of Adviser's services, Adviser may from time-to-time consult with attorneys, accountants and other professionals regarding Client's financial affairs. Client authorizes Adviser to disclose such information, as Adviser, in Adviser's sole discretion, deems appropriate for the purpose of carrying out this Agreement. Client understands that Adviser possesses no privilege of confidentiality under the law.
4. Client is under no obligation to follow any recommendation made by Adviser or to alter his or her personal or business affairs in any manner. Client may either follow or disregard, wholly or partially, any information, recommendation or advice given by Adviser. However, Client understands that recommendations made are frequently integrated and independent; carrying out a recommendation in isolation may not meet Client's objectives and should be discussed with Adviser prior to doing so. Client will be fully responsible for all decisions relating to the advice given.

### Legal and Tax Advice

It is Client's responsibility to consult with his or her own legal and tax counsel where such consultation is deemed necessary. Client agrees that his or her personal attorney and/or accountant 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 and, (iii) all legal and accounting documents.

### Conflicts of Interest

As a fiduciary, Adviser makes every effort to eliminate any potential conflicts of interest. As a fee-only Adviser, Adviser does not receive any outside compensation in the form of commissions for the selection or sale of certain products. Adviser does not receive referrals from any of the vendors with which it does business. Adviser does not receive compensation for the use of any specific platform or service. Adviser receives a discount from vendors for bundling services within its tech stack. Adviser maintains a Life and Health Insurance license to remain credentialed to advise on those topics but does not offer the sale of products or receive commissions or referral bonuses for any potential sale resulting from a referral to any outside insurance provider. Adviser's sole compensation comes from the fees collected from Clients.



### Miscellaneous Provisions

1. This Agreement was constructed and adheres to the securities laws of the State of Alabama and all applicable federal securities laws.
2. No modification or amendment to this Agreement shall be effective unless made in writing and signed by Client and Adviser. This Agreement shall be applicable only to financial advice contained in the financial analysis or investment recommendation individually prepared for Client and shall not relate to any advice given by any person or persons not specifically designated by Adviser in writing to perform such services.
3. This Agreement represents the complete Agreement of the parties regarding the subject matter and supersedes any prior understanding or agreements, oral or written.
4. Any provision hereof which is prohibited or unenforceable shall be ineffective as to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
5. Copies of agreements shall be held in the offices of Adviser for inspection by appropriate regulatory bodies as required.

### Past Performance No Guarantee of Future Performance. Risk.

Past performance is not a guarantee of future performance. Investing in securities involves risks and uncertainties which are difficult to predict. AS WITH ALL MARKET INVESTMENTS, CLIENT'S INVESTMENTS CAN APPRECIATE OR DEPRECIATE. Adviser does not guarantee the future performance of Client's account, promise any specific level of performance or promise that Adviser's investment decisions, strategies or overall management of Client's account will be successful. The investment decisions Adviser will make for Client are subject to various market, currency, economic, political and business risks, and will not necessarily be profitable. In managing Client's account, Adviser will not consider any other securities, cash or other investments Client owns unless Client has told Adviser to do so in Client's written instructions to Adviser. Except as may otherwise be provided by law, Adviser will not be liable to Client for any loss (a) that Client may suffer as a result of Adviser's good faith decisions or actions where Adviser exercises the degree of care, skill, prudence and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use in the conduct of an enterprise of a like character and with like aims; (b) caused by following Client's instructions; or (c) caused by the Custodian, any broker or dealer to which Adviser directs transactions for Client's account or by any other third person. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and this Agreement does not waive or limit Client's rights under those laws.



I have read the foregoing Agreement, understand the provisions set forth therein, and acknowledge receipt of Part 2 of the ADV registration form. IN WITNESS WHEREOF, I have this date executed this Agreement.

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

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

Client Address \_\_\_\_\_

ACCEPTED BY Plan of Care Advising LLC.:

\_\_\_\_\_ Investment Adviser Representative \_\_\_\_\_ Date