



Private Wealth Management

Client Advisory Agreement

THIS AGREEMENT is between Eugenias Advisory Group, LLC (the “Advisor”) and _____ (the “Client”) with place of residence at _____ (legal address).

1) **SERVICES** (Please mark your choice of services can be A or B or both A&B)

A. Financial Planning Services – If this option is chosen the Advisor will render advice based on the Client’s needs and objectives. The Advisor will give the Client an estimate of the project. This rate is based on \$175.00 per hour. An estimate of charges is expected to be approximately _____ but could be more or less depending on complexity and timeliness of information/data received. Advisor will provide written recommendations in regard to any or all of the following:

- tax and cash-flow management,
- estate planning,
- investment management,
- retirement planning,
- insurance needs analysis,
- career or business planning,
- education planning,
- Other areas of financial concern

Advisor will work with the Client to coordinate the implementation of recommendations in the plan. *(See Current Fee Schedule Attached)*

B. Wealth Advisory Services –Building Client wealth is more than managing assets. It is the sum of the parts of plan design, asset allocation, and implementation that help achieve the desired results. Wealth Advisory Services include ongoing planning to meet goals and objectives while managing investments. If this service is chosen Client should understand that the fee charged for this Service is not only to manage investments but for the advice that is being given on a continuing basis. *(See Current Fee Schedule Attached)*

If this option is chosen the Advisor will provide ongoing planning sessions with client and manage investments on a discretionary basis, based on the Client’s unique financial situation and written investment objectives. To provide such management services, Client hereby appoints Advisor as attorney-in-fact with discretionary trading authority to manage Client’s assets. The Advisor is granted authority to open securities accounts and give instructions to buy, sell or transfer stock, bonds, mutual funds, and other securities or financial instruments on the Client’s behalf. The advisor will arrange for delivery and payment thereof, and act on behalf of the client in all matters incidental to handling Client’s investment accounts. This authority does not grant Advisor authority to take custody or possession of Client’s funds or securities, except for payment of advisory fees.

The following procedures will generally be followed in managing individual investment portfolios:

- 1) Client and Advisor will agree on investment objectives individually tailored to the Client’s unique personal situation, liquidity and income needs, time horizon, attitude toward risk, and special investment concerns. Client and Advisor will agree upon a long-term asset allocation which specifies the percentage of assets to be invested in stocks or stock funds, bonds or bond funds, money market funds or other assets.
- 2) Advisor will recommend investments believed to be appropriate to Client

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- 3) Advisor will usually assist Client in opening accounts, filling out initial application and transfer forms, as well as remitting cash.
- 4) Clearing, custody or other brokerage services may be provided by National Financial Services LLC, or Fidelity Brokerage Services LLC, members of the NYSE, SIPC. Fidelity provides specialized services to EAG through their Institutional Wealth Services program. This program Fidelity Institutional Wealth Services program (FIWS), offers a dedicated team to EAG which enables EAG to better service Client needs. As part of the program the Advisor receives some economic benefits referred to as soft dollar arrangements. See ADV Schedule F item 13.A for complete details on economic benefits. Advisor may place transaction orders directly with the investment companies (mutual fund companies). A small mutual fund transaction fee may be charged by the discount brokerage firm that would not otherwise be charged if the Client purchased no-load funds directly.
- 5) Advisor will use “dollar cost averaging”, “asset allocation” or other appropriate methods when investing new funds, according to Client’s objectives, and economic climate.
- 6) Client will receive prospectuses, confirmations, and monthly statements of all transactions from the custodian processing the transactions.
- 7) Client will receive all proxies and will be responsible for the voting of such proxies. If Client needs help with this process the Client can solicit advice from the Advisor on how to proceed. However, advisor shall not be deemed to have proxy voting authority solely as a result of providing such advice to the client.
- 8) Advisor will review Client’s account(s) to ensure consistency with the Client’s written investment objectives and asset allocation strategy.
- 9) On at least an annual basis, Client and Advisor will meet either in person, by email or regular mail, via conference call or through whatever means is available for communication to discuss Client’s investment objectives, investment performance, asset allocation, and individual investments in Client’s portfolio.
- 10) Advisor shall not have discretionary authority to direct the execution of the investment transactions for or on the behalf of the Client unless the Client has selected to use the Advisor’s Investment Advisory Service (number “B” page one).

2) **ADVISORY SERVICES TO OTHER CLIENTS** – It is understood that the Advisor performs investment advisory services for various clients. Client agrees that the Advisor may give advice and take action in the performance of the Advisor’s duties with respect to any of Advisor’s other clients which may differ with respect to Advisor’s own or Client’s accounts. Client understands and agrees that Client’s securities including cash, etc are to be held by a Brokerage firm (custodian). The Advisor shall not be held responsible for any loss incurred by the reason of any act or omission of the Client’s custodian. The Advisor will not act as a broker or dealer in any cross trades or transactions with the Client and any other client or with any employee of the firm.

3) **RESPONSIBILITIES OF THE CLIENT** – The Client agrees to provide complete and accurate information regarding financial circumstances, investments, income tax situation, estate plan and other pertinent facts as requested by the Advisor in order to perform services under this Agreement. The Client also agrees to keep the Advisor informed of changes in the Client’s financial circumstances and investment goals. The Client acknowledges that the Advisor cannot adequately provide the services requested by the Client unless the Client provides such information completely and candidly, and that the value of the Advisor’s analyses and recommendations depends entirely upon the adequacy and accuracy of the information provide by the Client. The Client agrees to permit the Advisor to consult with and obtain information about the Client from the Client’s accountant, attorney and other advisors (subject to the confidentiality agreement below), and to rely upon such information with verification. The Client agrees that any charges from these advisors are the Client’s responsibility and are not covered by the fees paid to the Advisor.

4) **CONFIDENTIALITY** – All information and advice furnished by either party to the other, including their agents, attorneys, and employees, shall be treated as confidential and not disclosed to third parties except as agreed

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upon in writing or required by law; provided however, that the Advisor is given absolute authority by Client to disclose, provide copies of, and communicate information obtained from the Client or developed by the Firm, to (list anyone you wish the Advisor to speak openly with about your financial situation. If the Client wishes the Advisor to share information with anyone about their situation the Client will sign a release of information agreement.

5) **BASIS OF ADVICE** – The Client acknowledges that the Advisor obtains a wide variety of publicly available information from numerous sources, and that the Advisor has no sources, and does not claim to have sources, of insider or private information. The recommendations and advice developed by the Advisor are based upon the professional judgment of the Advisor and its employees. The Advisor does not guarantee the results of any recommendation or advice. The Client agrees and understands that no guarantee of any kind is expressed or implied regarding investment performance, financial markets, investment vehicles, economic conditions, or any matter related to advice or investment management given Client by the Advisor. The Advisor makes no promises, guarantees or warranties that any services will result in a profit. Investment management will be in accordance with agreed upon written investment objectives. Client understands that investments carry differing levels of risk which may result in loss of value and that past performance of investments recommended by the Advisor should not be construed as an indication of future results. The Client understands that the Advisor’s advice may differ from client to client based on the individual time horizon, risk tolerance, financial situation of each client and other subjective criteria endemic to each of Advisor’s Clients.

6) **LEGAL AND ACCOUNTING SERVICES** - It is understood and agreed that the Advisor and its employees are not qualified to and will not render any legal or accounting advice nor prepare any legal or accounting documents for use in connection with the Client’s financial, investment, or estate plans. The Client is encouraged to obtain legal and accounting services from professional sources to implement the Advisor’s recommendations. The Advisor will cooperate with any attorney, accountant, investment manager, or insurance professional chosen by the Client (subject to Number 4 above) with regard to implementation of any recommendations.

7) **FEES TO ADVISOR** - In consideration of the reports and services referred to in Section 1 (A & B) and selected by the Client, the Client will pay to the Advisor the applicable fee set forth on Advisor’s current fee schedule (attached). By signing the Fee Schedule the Client acknowledges that the attached fee schedule is a binding part of this contract. The Advisor will 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 clients. Fees are invoiced on a calendar quarter basis, in arrears, and can with the Client’s permission be debited from one or more of the Client’s account(s) being managed by the Advisor. Advisor will send a billing invoice to the Client and the Custodian simultaneously. The invoice sent will provide details of the fee calculation. The Client understands that any and all stock or bond brokerage commissions, mutual fund transaction fees and internal expenses, account opening, maintenance, transfer or termination fees, cash wire transfer fees or other third-party charges are separate from the Advisor’s fees. These fees are charged by financial custodian and/or services firms used by the Client.

8) **AGREEMENT TERMINATION** – By signing below you acknowledge that you have received this document at least 48 hours prior to signing this agreement or at the time of signing the contract. The term of the agreement is open ended and either party may terminate the agreement with a 30 day written notice to the other party. However, Client may terminate this agreement without penalty at any time. If the Agreement is terminated prior to completion of the Advisory services, the Client agrees to pay the Advisor’s fees for all services rendered to the date of termination and the Advisor agrees to refund all unearned prepaid fees if any fees have been paid in advance.

9) **MISCELLANEOUS**

A) This agreement shall be applicable to recommendations and advice prepared by the Advisor for the Client under this Agreement, including all written proposals and financial plans. It shall not relate to

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- B) any recommendations or advice given by the Advisor or any person not specifically designated by the Advisor to perform such services under any other Agreements. Neither party may assign, convey or otherwise transfer any of its rights, obligations or interests herein without the prior written consent of the other party.
- C) Subject to the provisions regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors and assigns of the respective parties.
- D) This Agreement represents the complete Agreement of the parties with regard to the subject matter and supersedes any prior understanding or agreements, oral or written.
- E) This Agreement may be amended or revised only by an instrument in writing signed by the Client and the Advisor.
- F) The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Alabama, provided that nothing herein shall be construed in any manner inconsistent with the Investment Advisers Act of 1940 or any rule, regulation or order of the Securities and Exchange Commission promulgated there under.
- G) Any controversy or claim arising out of or relating to this Agreement, or to the construction or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Such arbitration shall be before three arbitrators. Judgment on the award rendered by the arbitrators or the majority of them shall be final and may be entered in any court having jurisdiction thereof.
- H) Advisor custodies assets with Fidelity. Advisor receives some economic benefits which could be considered additional compensation. Please refer to ADV Part II Section 13.A for a full description.

10) RECEIPT OF FORM ADV, PART II – By signing this Agreement, the Client acknowledges the receipt of From ADV, Part II and Schedule F which discloses the Advisor’s services and fees, educational and business background, conflicts of interest, methods of analysis, and other information as required by the Investment Advisers Act of 1940.

11) RECEIPT OF PRIVACY POLICY - DISCLOSURE NOTICE – By signing this Agreement, the Client acknowledges the receipt of the Advisor’s Privacy Policy – Disclosure Notice which discloses the Advisor’s Policy for adherence to the privacy provisions of Subtitle A of TitleV of the Gramm-Leach-Bliley Act (“GLB Act”) (codified at 15 U.S.C. §§ 6801-09) and the Privacy Rule.

CLIENT SIGNATURE: _____ **DATE:** _____

CLIENT SIGNATURE: _____ **DATE:** _____

ACCEPTED BY: _____ **DATE:** _____
EUGENIAS ADVISORY GROUP, LLC