

# FINANCIAL PLANNING SERVICES CONTRACT

This a Contract is entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_between TLG Advisors, Inc., a Registered Investment Advisor ("Advisor") and \_\_\_\_\_("Client") whereby the Client will be provided investment advisory services through Advisor, more particularly described below.

## 1. GENERAL PURPOSE

By this contract, you engage Advisor to provide personal financial planning services, as described below, and Advisor agrees to provide these services.

## 2. SERVICES TO BE PROVIDED

Advisor through its Associate shall provide Client with the following service(s):

- A. Financial Planning Consultation including, but not limited to, assistance to Client in designing personal and/or business financial planning goals, objectives and recommendations as to the allocation of present financial resources among different types of assets, charged at an hourly rate of \$\_\_\_\_\_for an estimated total of \_\_\_\_\_hours. The actual fee may be lower or higher than the estimated amount.
- B. A Financial Plan which will include a review of Client's financial circumstances and his/her financial goals, including a written report of recommendations. Estimated Fee \$ \_\_\_\_\_
- C. An Annual Financial Review which includes:
  - 1. A financial plan which will include a review of Client's financial and tax circumstances, financial goals and a written report of recommendations;
  - 2. Any updates in the financial plan as requested by Client; and
  - 3. Financial planning consultation services upon Client's request during the year's period. Estimated Initial Fee \$\_\_\_\_\_. Estimated Annual Update Fee \$\_\_\_\_\_

## 3. PLANNING WILL FOLLOW THIS PROCESS

In creating your initial plan, you and the Advisor Representative will follow this process:

- A. Data:** Client will provide Advisor with financial and personal data necessary to prepare your plan.
- B. Analysis:** Advisor will analyze data and documents provided, evaluate your ability to meet your objectives, make observations, identify problems and recommend strategies for your consideration.
- C. Written Plan:** On the basis of the data you provide, and the objectives chosen, Advisor will prepare and present a personal and/or business financial plan summarized in written form.

If this contract is renewed, Client will provide Advisor with current financial data relevant to the area(s) specified for update on the renewal invoice. These area(s) may or may not be the same as the initial plan.

Client Initials \_\_\_\_\_

Client Initials \_\_\_\_\_

Advisor Initials \_\_\_\_\_

Advisor will analyze this data and prepare a written summary reflecting your current financial circumstances and recommending strategies where appropriate.

#### **4. COMPENSATION**

Client shall pay Advisor an estimated fee of \$\_\_\_\_\_ for all services furnished under Agreement as described in Section 2 above and Exhibit A. The fees do not include any additional charge for analysis of Client's insurance needs and policies if prohibited by state statute; such analysis will be done at no cost to Client if so prohibited.

- A.** Fees for financial planning consultations will be billed to Client after the services are performed, and are due upon receipt of the bill.
- B.** Fees for the financial plan are payable fifty percent (50%) upon the signing of this Agreement and the balance upon delivery of the financial plan.
- C.** Fees for the annual financial planning service are payable quarterly or annually in advance and are due upon receipt.
- D.** Advisor shall not be compensated on the basis of a share of capital gains or capital appreciation of funds of the client.

#### **5. IMPLEMENTATION OF YOUR FINANCIAL PLAN**

The services of Advisor under this contract are limited to recommending strategies for you to consider. In all matters, our services are analytical and advisory only, and do not include any legal, accounting or other professional services. Where appropriate, we will also recommend other actions that you should take, including general categories of investments and insurance, which may help you achieve your financial objectives.

#### **6. UPDATING YOUR FINANCIAL PLAN**

This contract does not provide for ongoing planning services. After the first anniversary of this contract, you may wish, and Advisor may suggest, that this contract be renewed for updating of your Financial Plan, in whole, or in part. The type of planning to be done and the amount of the fee will be set forth on an invoice sent to you. Your payment of that invoice will constitute a renewal of this contract under the terms of the invoice. Both parties retain the right not to renew.

#### **7. RECEIPT OF DISCLOSURE BROCHURE**

You acknowledge receipt of Advisor's ADV Part II. This Disclosure Brochure has been prepared and delivered in accordance with the Investment Advisers Act of 1940 and the rules thereunder. It contains important information covering the background and organization of Advisor and its key people. It also describes possible conflicts of interest. You should be aware of the multiple roles that TLG Advisors, Inc. and its affiliates play as financial Advisor and as broker with respect to various financial products.

#### **8. NO RIGHT OF ASSIGNMENT**

Neither Client nor Advisor may assign this contract, as that term is defined in the Investment Advisers Act of 1940.

Client Initials \_\_\_\_\_

Client Initials \_\_\_\_\_

Advisor Initials \_\_\_\_\_

**9. RIGHT TO TERMINATE**

Client shall have the right to terminate this contract without penalty at any time within five business days after the effective date of this contract. To effect termination, you must notify Advisor in writing.

**10. ENTIRE AGREEMENT; AMENDMENT; NOTICES**

This contract constitutes the entire agreement between us. It may be amended only by a written agreement signed by Client and Advisor. All notices and other communications hereunder shall be in writing.

**11. CLIENT SATISFACTION**

If you are dissatisfied with the focus or specificity of your plan, Advisor will, if requested by you in writing within ten days of delivery, and at no additional cost to you, make the appropriate changes to your plan, or in our sole discretion, refund part or all of the fee which has been paid.

**12. CONFIDENTIALITY**

Advisor agrees that it will not release any personal, business or other information provided by you to any person, firm, corporation or other *entity* other than authorized employees of Advisor and its affiliates, except upon written authority from you or upon direction of a court of law or other government authority. Advisor agrees to store information in such a way as to preclude access by unauthorized persons.

**13. CONSTRUCTION**

Headings used in this Agreement are for convenience only, and shall not affect the construction or interpretation of any of its provisions. In the event that more than one person executes this Agreement as Client, each person signing as Client agrees to be jointly and severally bound by each obligation assumed by Client hereunder. Each of the provisions of this Agreement is severable and the invalidity or inapplicability of one or more provisions, in whole or in part, shall not affect any other provision. This agreement shall be governed by the laws of the State of Colorado.

**AGREED TO AND ACCEPTED BY:**

Name of Client(s): \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Advisor/Representative)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Advisor/Representative)

Date: \_\_\_\_\_

Client Initials \_\_\_\_\_

Client Initials \_\_\_\_\_

Advisor Initials \_\_\_\_\_

**EXHIBIT A: ADVISORY SERVICES TO BE PERFORMED**

CLIENT NAME \_\_\_\_\_

DATE \_\_\_\_\_

Cost or Estimate

COMPREHENSIVE PERSONAL FINANCIAL PLAN  
[Includes All Modules Listed Below]

\$ \_\_\_\_\_

PERSONAL FINANCIAL PLAN MODULES INCLUDED  
[Mark Only Those Included]

\$ \_\_\_\_\_

\_\_\_\_ Present Financial Condition \$ \_\_\_\_\_

\_\_\_\_ Income Tax Analysis \$ \_\_\_\_\_

\_\_\_\_ Cash Flow Analysis \$ \_\_\_\_\_

\_\_\_\_ Educational Funding Analysis \$ \_\_\_\_\_

\_\_\_\_ Projected Financial Condition \$ \_\_\_\_\_

\_\_\_\_ Disability Analysis \$ \_\_\_\_\_

\_\_\_\_ Retirement Analysis \$ \_\_\_\_\_

\_\_\_\_ Estate Analysis \$ \_\_\_\_\_

\_\_\_\_ Survivor Income Analysis \$ \_\_\_\_\_

\_\_\_\_ Insurance Analysis \$ \_\_\_\_\_

\_\_\_\_ Investment Analysis \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

SPECIAL FINANCIAL PLAN BY MODULE  
[Mark Only Those Included]

\_\_\_\_ Business Plan Analysis \_\_\_\_\_

\_\_\_\_ Charitable Tax Planning \_\_\_\_\_

\_\_\_\_ Other \_\_\_\_\_

ANNUAL UPDATE REVIEW \_\_\_\_\_

CONSULTATION SERVICES CHARGED BY THE HOUR  
[Explanation of Hourly Consulting Service] \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CLIENT Signature: \_\_\_\_\_

ADVISOR/REP Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CLIENT Signature: \_\_\_\_\_

Client Initials \_\_\_\_\_

Client Initials \_\_\_\_\_

Advisor Initials \_\_\_\_\_