



# Financial Planning & Consulting Agreement

Rep ID/G Number

Instructions: Complete all sections of this Financial Planning & Consulting Agreement (“Agreement”) and email to [FPCA@hptpartners.com](mailto:FPCA@hptpartners.com). This form is only used for one-time services. For ongoing services, use the Financial Planning & Consulting Subscription Agreement.

## 1. Client Information

Client Name(s)

Street Address, City, State, Zip Code

Email Address - By providing an email address, you consent to electronic delivery, as described in Section 16.

## 2. Investment Advisor (IAR) Information

Investment Advisor Representative(s)

## 3. Planning/Consulting Services Provided

- Retirement Planning
- Education Planning
- Major Purchase Planning
- Life Insurance Needs
- Disability Insurance Needs
- Long-Term Care Needs
- Estate Planning Needs
- Tax Planning
- Cash Flow/Budget Planning
- Estate Planning
- Investment Planning/Asset Allocation
- Personal Financial Planning
- Business Planning
- Insurance Needs Planning

Other Services provided:

## 4. Financial Planning Fee Structure

- One Time Flat Fee \$\_\_\_\_\_
- Hourly Rate \$\_\_\_\_\_/hour

## 5. Payment Information (Please Select One)\*

- Check payable to HighPoint Advisor Group, LLC\*\*
- AdvicePay (Invoiced to the email address provided in Section 1.)

\*For fees paid in advance, services must be completed within 6 months from the date of this Agreement.

\*\*Checks must be submitted at the time of agreement or with completed financial plan.



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## 6. Client Reporting

Will the client receive a software-generated plan or analysis as part of the Agreement?

- Yes; Name of the approved software to be used to create the Financial Plan: \_\_\_\_\_
- No; Services must be described in Section 3.

**7. Acknowledgment and Completion.** By signing below, I acknowledge that I have received, read, understand, and agree to the terms of this Agreement. I also understand and acknowledge receipt of the HPAG Privacy Notice, Form ADV Part 2A, and Brochure Supplement for the Investment Advisor Representative providing the services under this Agreement. Section 16 describes arbitration provisions that may be enforced by both parties.

Client Signature	Client Name (print)	Date
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Client Signature	Client Name (print)	Date
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Investment Advisor Representative Signature	Investment Advisor Representative Name	Date
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Investment Advisor Representative Signature	Investment Advisor Representative Name	Date
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HPAG Authorized Signature	HPAG Authorized Name (print)	Date
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**8. Financial Planning & Consulting Service(s).** Subject to the terms and conditions of this Agreement, we shall provide you with the specific financial planning and consulting services set forth in this agreement ("Planning Services"). We shall discuss our recommendations, which may include topics such as insurance, taxes, retirement needs, investments, estate planning, etc. with you. Our recommendations may be implemented, at your sole discretion, with the professional adviser(s) of your choosing (including your broker, accountant, attorney, etc.). When performing the Planning Services under this Agreement, we are neither your attorneys nor your accountants and no portion of the financial plan or any Planning Services rendered by us should be interpreted by you as legal or accounting advice. We recommend that you seek the advice of a qualified attorney and accountant.

Our Planning Services pursuant to this Agreement do not include investment supervisory or investment management services, nor the regular review or monitoring of your investment portfolio. In the event that you want us to provide ongoing investment monitoring and review services, such engagement shall be set forth in a separate written agreement between the parties, for which services we shall be paid a separate and additional fee.

**9. Scope of Engagement.** You agree to provide us with any information and/or documentation we may request in furtherance of this Agreement regarding your income, investments, estate plan, tax-related information, financial and investment needs, goals, and objectives, and to keep us informed of any changes thereto. You acknowledge that we cannot adequately perform the Planning Services for you unless you diligently perform your responsibilities under this Agreement in a timely manner. We shall not be required to verify any information obtained from you, your attorney, accountant or other professionals, and are expressly authorized to rely thereon. All such professionals are hereby given permission by you to provide us with information we may need. You are free at all times to accept or reject any recommendation from us, and you acknowledge that you have the sole authority with regard to the implementation, acceptance, or rejection of any recommendation or advice from us.

Our recommendations are based upon our professional judgment. We do not guarantee the results of any of our recommendations.

You are free to obtain legal, accounting, and brokerage services from any professional source to implement our recommendations. You retain absolute discretion over all implementation decisions.

**10. Fees.** Fees for the Planning Services described in Section 3 of this Agreement are payable in the amount and frequency indicated in Section 4.

Fees will be paid in the manner described in Section 3 of this Agreement. The Client may choose to pay via check made payable to HighPoint Advisor Group, LLC or via AdvicePay. Fees will be due on the date provided on the invoice delivered to the Client.

**11. Assignment.** Neither party may assign this Agreement without the consent of the other party. An assignment may be effected upon terms and conditions consistent with rules, regulations or interpretations of the Securities and Exchange Commission, or other applicable regulatory authority.

**12. Confidentiality.** Except as required by applicable law, rule or regulation, or in order to perform the Planning Services contemplated by this Agreement, both parties agree to treat information provided in connection with this Agreement as confidential.

**13. Receipt of Disclosures.** You hereby acknowledge receipt of our Privacy Notice and a copy of our written disclosure statement on Part 2

of Form ADV or a Brochure otherwise meeting the requirements of Rule 204-3 of the Advisers Act.

**14. Client Conflicts.** If this Agreement is with more than one client, our Planning Services shall be based upon the joint goals as communicated to us by you, 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 or among such clients.

**15. Consent to Electronic Delivery.** We may deliver any notices or information required to be given to you by this Agreement or applicable regulation by electronic means, including but not limited to electronic mail, internet site, computer network, or third-party document-communication services.

We reserve the right to monitor and retain e-mail messages to and from our systems as permitted by applicable law. If you have any doubts about the authenticity of an e-mail purportedly sent by us, you should contact us immediately.

**16. Arbitration.** Subject to the conditions and exceptions noted below and to the extent not inconsistent with applicable law, in the event of any controversy, dispute or claim arising out of or relating to this Agreement, both parties agree to submit the dispute to arbitration before a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association then in effect.

You understand that this agreement to arbitrate does not constitute a waiver of your right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.

**17. Death or Disability.** If you are a natural person, your death, incapacity, disability or incompetence will not terminate or change the terms of this Agreement. However, your executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving us written notice.

**18. Client Representations.** You represent that you have the full legal power and authority to enter into this Agreement and that the terms of this Agreement do not violate any obligation to which you are bound, whether arising out of contract, operation of law, or otherwise. You maintain sole responsibility to notify us if there is any change in your financial situation or investment objectives.

**19. Non-Exclusivity.** You acknowledge that the Planning Services provided to you under this Agreement are non-exclusive and that similar services will be offered or furnished to other clients. Nothing in this Agreement shall put us under any obligation regarding any security which we may purchase or sell for our own accounts or for the account of any other client.

**20. Entire Agreement.** This Agreement and any Exhibits annexed hereto, which Exhibits are incorporated herein by reference and made a part hereof, constitute the entire Agreement between the parties and supersedes all understandings, agreements (oral and written), or representations with respect to the subject matter hereof. This Agreement may only be amended, revised or modified with our written consent. Each party acknowledges that no representation, inducement or condition not set forth herein has been made or relied upon by either party.

**21. Waiver.** No failure by us to exercise any right, power, or privilege that we may have under this Agreement shall operate as a waiver thereof. Further, no waiver of any deviation from, or breach of, this Agreement by you shall be deemed to be a waiver of any subsequent deviation or breach.



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HighPoint Advisor Group, LLC  
2651 Warrenville Road, Suite 200  
Downers Grove, IL 60515

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**22. Severability.** If any provision of this Agreement is deemed to be invalid or unenforceable or is prohibited by the laws of the state or jurisdiction where it is to be performed, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative in such state or jurisdiction. The remaining provisions of this Agreement shall be valid and binding and of full force and effect as though such provision was not included.

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**23. Termination.** You shall have five (5) business days from the date of execution of this Agreement to terminate our Planning Services without penalty. This Agreement will continue in effect from the date set forth above and may be terminated at any time upon receipt of written notice to terminate by either party to the other, which written notice must be manually signed by the terminating party. Termination of this Agreement will not affect (a) the validity of any action previously taken by us under this Agreement; (b) liabilities or obligations of the parties with respect to conduct or activities initiated before termination of this Agreement; or (c) your obligation to pay us fees that have already been earned under this Agreement. Upon the termination of this Agreement, we will not have any continuing obligation to take any action. If you terminate our Planning Services, the balance (if any) of our unearned fees shall be refunded to you and the balance (if any) of our earned fees shall be charged to you.

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**24. Notices.** Any notice or correspondence required in connection with this Agreement will be deemed effective upon receipt if delivered to either party at their address listed below unless either party has notified the other party of another address in writing. All of your directions to us (including notices, instructions, and directions relating to changes in your investment objectives) shall be in writing. We may rely upon any such direction, notice, or instruction unless and until we have been advised in writing of changes thereto.

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**25. Governing Law, Venue, and Jurisdiction.** To the extent not inconsistent with federal law, this Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein or performance shall be governed or interpreted according to the laws of the State of Illinois without regard to choice of law considerations except for the Section entitled Arbitration, which shall be governed by the Federal Arbitration Act. Subject to the Section entitled "Arbitration" which shall control, 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 shall be brought and determined in the appropriate federal or state court in the State of Illinois 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 future 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.

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**26. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual or facsimile signature.

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**27. Section or Paragraph Headings.** Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or in part any of the terms or provisions of this Agreement.

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