



HIGHPOINT  
ADVISOR GROUP

# Wealth Management Services Agreement

Account Number

Rep ID/G Number

## 1. Client Information

Client Name(s)

Street Address, City, State, Zip Code

Email Address - By providing an email address, the undersigned Client(s) consent to the electronic delivery of documents as set forth in Section 24 of the attached "Important Disclosures" which is an important part of, and incorporated into, this Agreement.

Check this box if the account is being funded through a rollover from an employer-sponsored retirement plan. The Rollover Rationale Form must be submitted if this box is checked.

## 2. Investment Advisor Representative Information

Investment Advisor Representative(s)

**3. Fees.** HighPoint Advisor Group, LLC (HPAG) shall provide the services described in this Agreement for the undersigned Client(s) for the agreed upon annual fee. See Section 3 of the attached Important Disclosures.

HPAG Annual Fee\* %

\* For tiered fee schedules, **attach** a copy of the fee schedule.

**4. Acknowledgment and Completion.** By signing below, I acknowledge that I have received, read, understand, and agree to the terms of this Agreement including the attached Important Disclosures. I also understand and acknowledge receipt of the HPAG Form CRS, Privacy Notice, Form ADV Part 2A, Wrap Brochure (as applicable), and Brochure Supplement for the Investment Advisor Representative(s) providing the services under this Agreement. This Agreement must be filed concurrently with a corresponding custodial application containing information about suitability and client risk tolerance, such information incorporated into this Agreement. Section 14 describes arbitration provisions that may be enforced by both parties.

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

\_\_\_\_\_  
Client Name (print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joint Client Signature (if applicable)

\_\_\_\_\_  
Joint Client Name (print) (if applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Investment Advisor Representative Signature

\_\_\_\_\_  
Investment Advisor Representative Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joint Investment Advisor Representative Signature  
(if applicable)

\_\_\_\_\_  
Joint Investment Advisor Representative Name  
(if applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
HPAG Authorized Signature

\_\_\_\_\_  
HPAG Authorized Name (print)

\_\_\_\_\_  
Date



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## IMPORTANT DISCLOSURES

**1. Wealth Management Services.** Subject to the terms and conditions of this Agreement, HighPoint Advisor Group, LLC (“we”) shall provide you with the following services (“Services”) (please check each box as appropriate):

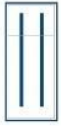
**Discretionary Asset Management Services (“DAM Services”):** We have full and exclusive discretionary authority, without first consulting you, to purchase and/or sell the securities and other assets (collectively, “Assets”) within your brokerage accounts established at your designated custodian (“Account”) and, in that connection, to make determinations as to which Assets, including, but not limited to, stocks, bonds, mutual funds, index funds, exchange traded funds, and other securities and/or contracts relating to the same, on margin (if a separate written margin authorization has been granted), and short-term money-market instruments, where the Assets are to be bought or sold for your Account without obtaining your consent or consulting with you in accordance with your investment needs, goals and objectives as communicated to us. You hereby appoint us as your attorney-in-fact and grant us limited power-of-attorney with discretionary trading authority over the Account to buy, sell, or otherwise effect investment transactions involving the Assets. You further acknowledge that (i) we are authorized, without seeking your prior consent or consulting with you, to consent to, or request any action, on the part of such corporations or other entities whose securities are held in the Account, and to participate in, reorganizations, recapitalizations, consolidations, mergers and similar transactions with respect to such securities, and we shall not be liable for any actions taken pursuant to the voting power and authority, if any, granted hereunder, (ii) we shall not have the right to transfer out of or deposit into the Account funds or securities unless such transaction is part of a purchase or sale of securities on your behalf, involves a clearly documented error, or involves an amount or adjustment determined by us to be payable from the Account pursuant to the terms of this Agreement, and (iii) we are authorized to give instructions in furtherance of such trading authority to the broker-dealer of the Account (“Broker-Dealer”) and the custodian of the Assets (“Custodian”). You hereby agree to execute any and all documents required by us, the Broker-Dealer, and/or the Custodian of your Account in order to establish both the Account and the discretionary trading authorization. You have advised us in writing of any special instructions or limits you wish us to follow in managing the Account.

**Financial Planning and Consulting Services (“Financial Planning Services”):** You have retained us to provide financial planning and consulting services based on your individual financial objectives, needs and circumstances as described to us. This planning or consulting may encompass one or more of the following areas: Investment Planning, Retirement Planning (including reviewing holdings in your 401(k) account, SIMPLE IRA or other retirement account), Estate and Long-Term Care Planning, Charitable Planning, Education Planning, Business and Personal Tax Planning, Real

Estate Analysis, Mortgage/Debt Analysis, Insurance Analysis, and Business and Personal Financial Planning. The financial planning services provided to you may encompass a wide variety of issues and topics. However, there may be instances where matters are beyond the scope of our area of expertise. We reserve the right to decline to provide advice to you about issues and topics outside our area of expertise. At your request, we may provide recommendations to you as to other sources of professional advice to address such matters. You authorize us to take such actions as may be necessary or proper in connection with the performance of our financial planning duties under this Agreement. Because our financial planning and financial consulting services will be based on the information that you provide to us, the completeness and accuracy of that information is essential. You agree to discuss with us your current financial resources and projected needs, and to provide copies of any documents that we may reasonably request as necessary to evaluate your financial circumstances and provide the requested financial planning and financial consulting services. You agree to inform us promptly, in writing, of any changes in the information you provided to us or in your circumstances that may affect the financial planning or financial consulting services provided to you. You acknowledge that you have the sole authority and responsibility with regard to the implementation, acceptance, or rejection of any recommendation or advice from us. You acknowledge that implementation of your plan is not part of our financial planning services.

**2. Scope of Engagement.** When performing the Services listed above, unless you have checked the box for Financial Planning Services, we are not providing financial planning services. In no event are we acting as your attorney or your accountant, and none of the Services should be interpreted as legal, accounting or tax advice. You acknowledge that you will seek the advice of a qualified attorney, accountant, or other qualified advisor as you deem appropriate.

**3. Fees.** Our fees for the DAM Services shall be calculated as a percentage of the market value of the Assets (the “Asset Based Fee” or “Fees”), as described in Item 3 on the cover page of this Agreement. The Asset Based Fee shall be prorated and paid quarterly, in advance, based upon the market value of the Assets, including cash, on the last day of the previous quarter as valued by the Custodian. Assets in the Account that are listed on a national securities exchange or quoted on the NASDAQ NMS will be valued at the closing price on the principal market where the securities are traded on the last business day of the billing cycle. Other securities or assets in the Account will be valued in the manner set forth in the agreement between you and the Custodian or otherwise in a manner determined in good faith to reflect the fair market value of those assets. The Fees for the initial quarter shall be calculated on a pro rata basis commencing on the day the Assets are initially designated to us for the Services under this Agreement. No portion of the Fees is calculated on the performance of the Account. Client



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understands and agrees that the Fees set forth above will continue until thirty (30) days after we notify you in writing of any change in the amount of the Fees applicable to the Account. At such time, the new Fees will become effective unless you notify us and Custodian in writing that the Account is to be closed. No increase in the Fees shall be effective without prior written notification to you.

You hereby direct and authorize us to invoice the Custodian for the Fees (the "Fee Statement") and direct and authorize the Custodian to deduct the amount stated in the Fee Statement from one or more of your Accounts. You also direct and authorize us to instruct the Custodian to send you a statement, at least quarterly, indicating all amounts disbursed from your Account including the Fees paid from a particular Account. You acknowledge that it is your responsibility to verify the accuracy of the calculation of the Fees and that the Custodian will not determine whether the Fees are accurate or properly calculated. You may make additions to and withdrawals from the Account at any time, subject to our right to terminate an Account. If Assets are deposited into or withdrawn from an Account after the inception of a quarter, the Asset Based Fee payable with respect to the Assets will not be prorated based on the number of days remaining in the quarter. You may withdraw Assets by providing us with notice. All withdrawals are subject to customary securities settlement procedures.

In addition to the Fees, you may also incur certain charges imposed by unaffiliated third parties. Such charges may include, but are not limited to, custodial fees, brokerage commissions, transaction fees, charges imposed directly by a mutual fund, index fund, or exchange traded fund purchased for the Account (including, but not limited to, fund management fees and other fund expenses), certain deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions.

When purchasing mutual fund shares for your Account, you will be subject to various fees and charges, including, but not limited to, the cost of portfolio management, creating account statements, account services, recordkeeping, commissions, and legal services. The particular fees and charges you will pay are generally determined by the share class that is purchased. Some share classes are subject to either a front-end sales charge or a deferred sales charge and may be appropriate when implementing a pure buy and hold strategy. Other share classes impose a higher ongoing fee (12b-1 fee) which is retained by the Custodian. There are limitations on the availability of share classes to you and us that result from the service providers we use and the funds themselves. These limitations include limitations that our Custodian imposes, including that the Custodian's platform only makes certain share classes available. The funds themselves impose certain limitations, such as minimum investment requirements.

If you participate in the Wrap Fee program (as described in our Wrap Brochure), transaction costs are borne by us. These transaction costs are either "transaction-based" or "asset-based." If the transaction costs borne by us are transaction-based, we have a conflict of interest with you because we have a financial incentive to trade less frequently in your Account. In addition, because transaction charges vary by security type, we have a conflict of interest with you because we have an incentive to select securities for your Account that cost us less than other

types of securities. If we select a \$0 transaction charge security for your Account, such as a No-Transaction Fee fund ("NTF"), the security, including an NTF, tends to have a higher expense ratio, which is borne by you. In these cases, an additional conflict is created because you are in the Wrap Fee program paying a higher advisory fee while products purchased for the Account have no transaction fee.

**4. Custodian.** You appointed a custodian to take and have possession of the assets of the Account, via the account opening paperwork, designating HPAG as the Advisor (the "Custodian"). At no time will HPAG accept, maintain possession or have custodial responsibility for the your funds or securities. You authorize us to give instructions to the Custodian with respect to all investment decisions regarding the Assets, and the Custodian is authorized and directed to effect transactions, deliver securities, make payments and otherwise take such actions as we shall direct in connection with the performance of our obligations with respect to the Assets. The fees charged to you by the Custodian are exclusive of, and in addition to, our Asset Management Fee and other charges, as provided herein.

**5. Risk Acknowledgement.** Our investment decisions and recommendations are based upon our professional judgment. We do not guarantee the results of any of our investment decisions or recommendations, the future performance of your Assets or Accounts, any specific level of performance, the success of any third party manager ("Independent Manager"), investment decision, strategy or recommendation made by an Independent Manager, or the overall success of the Account. You understand that our investment decisions and recommendations, as well as the investment decisions of any Independent Manager are subject to various market, currency, economic, political and business risks, and that such investment decisions and recommendations will not always be profitable.

**6. Adviser Liability.** Except as otherwise provided by law, neither we nor any of our employees, affiliates, representatives and or agents shall be liable for (a) any loss that you may suffer by reason of any decision made or other action taken or omitted in good faith by us with that degree of care, skill, prudence, and diligence under the circumstances that a person acting in a fiduciary capacity would use, (b) any loss arising from our adherence to your written or oral instructions, (c) any act or failure to act by the Custodian, any Broker-Dealer to which transactions for the Account are directed, or by any non-party, or (d) any loss that you may suffer by reason of any decision made or other action taken by any Independent Manager. 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 you may have under those laws.

**7. Proxies.** You shall be responsible for all decisions concerning the voting of proxies for securities held in your accounts. HPAG will assist in answering questions relating to proxies, however, you retain the sole responsibility for proxy decisions and voting.

**8. Reports.** You will be provided with a report that may include such relevant Account and/or market related information such



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as an inventory of Account holdings, in-flow and out-flows, and fees on a quarterly basis. You may also receive an annual report including performance related information. In addition, you will receive confirmations of each transaction executed for the Account and a brokerage statement no less than quarterly directly from the Custodian.

**9. Non-Exclusivity.** You acknowledge and understand that we shall be free to render the Services to others and that we do not make the Services available exclusively to you. We may have or take the same or similar positions in specific investments for our own accounts, or for the accounts of other clients, as we do for you. Nothing in this Agreement shall put us under any obligation to purchase or sell, or to recommend for purchase or sale for the Account, any security which we may purchase or sell for our own accounts or for the account of any other client, unless in our sole determination, such investment would be in the best interest of the Account.

**10. Notices.** Any notice or correspondence to be required to be provided to you in connection with this Agreement will be deemed effective upon receipt if delivered to you at the address listed above unless you have notified us of another address in writing. Except for decisions regarding the purchase or sale of specific Assets or other investments in the Account, all of your directions to us (including notices, instructions, and directions relating to changes in your investment objectives) shall be in writing to the address below. We may rely upon any such direction, notice, or instruction from you unless and until we have been advised in writing of changes thereto.

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

**11. Assignment.** Neither party may assign this Agreement without the consent of the other party provided that we may transfer our rights and obligations under this Agreement to any subsidiary, affiliate or successor or by merger or consolidation or otherwise, if such transaction does not constitute an "assignment" under the Advisers Act. Further, 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 implement your investment objectives or perform the 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. 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 binding arbitration before a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association then in effect. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Any arbitration between the parties hereto shall be held in Chicago, Illinois and governed by the laws of the state of Illinois.

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.

**15. 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 proper written notice.

**16. Client Representations and Warranties.** 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 or duty to which you are bound, whether arising out of contract, operation of law, or otherwise. If you are an entity (e.g., corporation, partnership, limited liability company, or trust), this Agreement has been duly authorized by the appropriate corporate or other action and when so executed and delivered shall be binding in accordance with its terms. You agree to promptly deliver such corporate resolution or other action authorizing this Agreement at our request.

You acknowledge that you have provided us with information relating to your investment objectives and strategy, investment experience, financial condition, risk tolerance, and other information we have requested in order to provide the services set forth herein and you represent that such information is a complete and accurate representation of your financial position and of your investment needs, goals, objectives, and risk tolerance at the time of entering into this Agreement and warrant that you will promptly inform us in writing if and when such information becomes incomplete or inaccurate during the term of this Agreement.

You agree to execute any other agreements with broker-dealers, custodians, or other service providers we deem necessary in connection with this Agreement in a timely manner. You also agree to provide us with any other information and/or documentation that we may request in furtherance of this Agreement or related to your investment needs, goals, objectives, and risk tolerance for the Account, either directly from you or through your designated attorney, accountant, or other professional advisers. You acknowledge that we are authorized to rely upon any information received from such attorney, accountant, or other professional adviser and are not required to verify the accuracy of the information.

**17. Entire Agreement.** This Agreement constitutes 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



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been made or relied upon by either party. 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.

**18. 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.

**19. 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.

**20. Terms of Agreement and Termination.** By entering into this Agreement you agree to comply with the terms and conditions contained herein, and agree and acknowledge that we have the right to modify this Agreement at any time. We will provide you with notice of any such modifications and such modification shall thereafter become effective unless you provide us with notice of your intention to terminate the Agreement. You further agree to abide by any rules, procedures, standards, requirements or other conditions that we may establish in connection with your Account or this Agreement. You shall have five (5) business days from the date of execution of this Agreement to terminate our 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 (i) the validity of any action previously taken by us under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) 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 this Agreement after the commencement of a calendar quarter billing period, the unearned portion of the Asset-Based Fee will be promptly refunded.

**21. Governing Law, Venue, and Jurisdiction.** To the extent not inconsistent with applicable 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.

**22. 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. Signatures may be exchanged via facsimile, electronic mail, electronic signature, and signatures so exchanged shall be binding to the same extent as if original signatures were exchanged.

**23. 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.

**24. 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.