

## Financial Planning Agreement

This Agreement entered by \_\_\_\_\_ (the "Client") and \_\_\_\_\_ (the "Advisor"). In consideration of the mutual benefits to be derived from this Agreement, it is understood and agreed as follows:

**1. Financial Planning Services.** Based upon information furnished by Client, Advisor will provide the Client the following financial planning services checked below:

- Retirement Income, Cash Flow, and Budgeting Planning.
- Social Security Optimization Planning.
- Investment Planning and Investment Policy Statement ("IPS") Design.
- Retirement Planning:
  - Employer Sponsored Plans (401(k), 403(b), 457, etc.)
  - SIMPLE or SEP
  - Cash Balance
  - Pension or Defined Benefit
  - Employee Stock Option Plan ("ESOP")
  - Captive Insurance
  - Business Continuation Planning
- Risk Management and Insurance Planning:
  - Life
  - Health
  - Disability
  - Long-Term Care
- Income Tax Planning.
- Estate Planning.
- Charitable Giving and Philanthropic Planning.
- Assistance to Loved Ones Planning.
- Other \_\_\_\_\_

**2. Fee.** The fee for Financial Planning Services is provided on a flat rate, per engagement basis. The fee for this engagement will be: \_\_\_\_\_ and the fee is due upon execution of the Agreement. The fee payment options are included in Appendix A as included in this Agreement.

If Client circumstances or objectives change during our engagement, such that new information must be reviewed and incorporated into the recommendation, there may be an additional charge. If there is a substantial change during the project, The Advisor may require an amended Agreement. The fee set forth is for financial analysis and investment advisory services only and does not include any other professional services that may be required by Client to implement the recommendations made by Advisor. Client is advised that Advisor will not provide accounting or legal advice nor prepare any accounting or legal documents for the implementation of Client's plan. Advisor will not be responsible for the acts or omissions or insolvency of any other agent, broker or independent contractor selected to take any action or to negotiate or consummate any transaction for Client's account. Nothing herein shall constitute a waiver of any of the Client's rights under federal or state securities laws.

**3. Financial Planning Services.** The Advisor will gather and analyze data concerning the Client's goals, cash flow, debts, investments, insurance, estate issues, tax situation, employee benefits, risk tolerance, time horizon, and personal preferences in addition to any other data the Client wishes to include that is deemed pertinent to the financial planning process. This information is gathered through in-depth personal interviews designed to elicit the Client's current financial status, family obligations, future goals, and attitudes toward risk. Related documents supplied by the client are carefully reviewed, along with a questionnaire completed by the Client. The Advisor then helps the Client set realistic goals, identify key financial issues concerning those goals and prepare a list of recommendations and alternative strategies for achieving those goals. Each strategy will be recommended in the context of other strategies to achieve the optimum overall results. Implementation of the Advisor's recommendations and alternative strategies comes next. The last step in the financial planning process is to periodically review and, if necessary, revise the plan. As a part of the financial planning engagement the Advisor will help the Client design and construct an initial investment portfolio consistent with Client's financial constraints, objectives, time horizon, risk tolerance, and prevailing economic conditions. The financial planning services can be focused or comprehensive in nature and determined at the time of engagement.

Based upon information furnished by Client, Advisor will include the following steps as part of the financial planning services using the Riskalyze and E-Valuator application. The steps include the following:

- a. Conduct online risk tolerance assessment and determine risk score.
- b. Analyze current portfolio and holdings.
- c. Select suitable investments that match client's risk score and objectives.
- d. Analyze proposed portfolio and holdings.
- e. Provide retirement map.
- f. Perform stress test on current and proposed portfolios.
- g. Review periodically and make changes as necessary.

**4. Trading Authorization.** Client understands that under this Financial Planning Agreement, Advisor does not have the authority to execute transactions in the Client's accounts or have authority to withdraw funds or to take custody of Clients' funds or securities.

**5. Client Responsibilities.** Client recognizes that the value and usefulness of the advisory services provided by Advisor will be dependent upon information he/she provides and upon his/her active participation in the formulation of investment objectives. Client will go through a comprehensive process to provide detailed information to Advisor. Client will also provide copies of documents (such as account statements) as Advisor reasonably requests to permit complete evaluation and implementation of portfolio decisions. During the engagement, Client is obligated to immediately notify Advisor of any changes in the Client's personal and financial situation.

6. **Client Authority.** If the Client is not a natural person, the Client represents and confirms the Advisor's engagement, pursuant to the terms of this Agreement, is authorized by the governing documents relating to the Client and that the terms of this Agreement do not violate any obligations by which the Client is bound. The Client agrees to deliver all forms, corporate resolutions or similar documentation evidencing the undersigned's authority to execute and deliver this Agreement. The Client also agrees to deliver such organizational documents and other document as the Advisor shall reasonably require. The Client further agrees to promptly deliver all amendments or supplements to the foregoing documents and agrees that the Advisor is not liable for any losses, costs or claims suffered or arising out of the Client's failure to provide the Advisor with any documents required to be furnished hereunder. The Client warrants and represents that it owns all property deposited in the Account(s) and that no restriction on disposition exist to any such property.
7. **Termination.** This Agreement may be terminated by any party effective upon receipt of written notice to the other parties ("**Termination Date**"). Client will be entitled to a refund of unearned fees, if any, based upon the time and effort completed prior to termination of the Agreement. No refunds will be made after completion of the plan. Termination of the Agreement will not affect the liabilities or obligations of the parties for activity initiated prior to termination.
8. **Services Not Provided.** The Advisor does not provide custody of assets or securities, discretionary investment management services, accounting, or legal advice.
9. **Confidentiality.** All information and advice furnished by Client to Advisor shall be treated as confidential and shall not be disclosed to third parties, except as permitted by the Client.
10. **Advisor Disclosure Statements.** Advisor is an Investment Advisor Representative ("**IAR**") registered with Redhawk Wealth Advisors, Inc. Advisor is a fee-only IAR, and as such does not accept commissions, fees, or other compensation for the implementation of portfolios.
11. **Basis of Advice.** Client acknowledges that Advisor obtains information from a wide variety of publicly available sources. Advisor does not have, nor does it claim to have sources of inside or private information. The recommendations developed by Advisor are based upon the professional judgment of Advisor and cannot guarantee the results of any recommendations. Client always shall elect unilaterally to follow or ignore completely, or in part, any information, recommendation, or advice given by Advisor under this Agreement.
12. **Non-Exclusive Advisory Services.** It is understood that Advisor performs investment advisory services for various clients. The Client agrees that Advisor may give advice and act with respect to any of its other Clients which may differ from advice given to the Client. Nothing in this Agreement shall limit or restrict Advisor from rendering investment advisory services to any other person or firm, or to engage in any other business activities so long as this Agreement or any extension, renewal or amendment hereof shall remain in effect, or until the Advisor shall otherwise consent.
13. **Other Agreements.** The Client acknowledges that nothing contained in this Agreement violates the terms and conditions of any other agreements to which Client may be bound.
14. **Limitation of Liability.** Client understands that risks are inherent in any investment and that some investment decisions will result in profits and others in losses. Client further understands that there is no

guarantee that Client's investment objectives will be achieved. Advisor cannot assure a net profit, but only can give its best judgment to help achieve Client's investment goals. Advisor shall not be liable for any loss incurred regarding the Client's account, except where the loss directly results from such party's negligence or misconduct. Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights, which Client may have under federal or state securities laws.

**15. Pre-Dispute Arbitration Agreement.** Any controversy or dispute that may arise between Client and Advisor concerning the Account, any transaction in or for the Account, or the construction, performance or breach of this Agreement shall be settled by arbitration. Any arbitration shall be pursuant to the rules, then applying, of the American Arbitration Association, except to the extent set forth herein. The arbitration panel shall consist of at least three individuals, with at least one panelist having knowledge of investment advisory activities. The parties agree that any arbitration proceeding pursuant to this provision shall be held in allocation as determined by the rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction. a. Arbitration is final and binding on all parties.

- a. The parties are waiving their right to seek remedies in court, including the right to a jury trial, except to the extent such a waiver would violate applicable law.
- b. Pre-arbitration discovery is generally more limited than and different from court proceedings.
- c. The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
- d. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- e. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action, or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (a) the class certification is denied; (b) the class is decertified; or (c) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated.
- f. The agreement to arbitrate does not entitle Client to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a court of competent jurisdiction. If at the time a demand for arbitration is made or an election or notice of intention to arbitrate is served, the claims sought to be arbitrated would have been barred by the relevant statute of limitations or other time bar, any party to this Agreement may assert the limitations as a bar to the arbitration by applying to any court of competent jurisdiction. Client expressly agrees that any issues relating to the application of a statute of limitations or other time bar are referable to such a court. The failure to assert such bar by application to a court, however, shall not preclude its assertion before the arbitrators.

**16. Conflicts Among Client/Spouses.** Where Advisor provides services to two or more individuals (example: husband and wife), recommendations will be based on the specific goals stated by the Clients and will assume that the relationship between the individuals will continue.

**17. Severability.** Each section of this Agreement and every provision therein shall be severable from every other section of this Agreement and any and every provision thereof, and the invalidity or enforceability of any section of provision shall not affect the validity of any other section of provision of this Agreement.

**18. Notices.** Any notice or other communication required or permitted to be given pursuant to this Agreement shall be deemed to have been duly given when delivered in person or transmitted by facsimile (with hard copy sent by U.S. mail), sent by overnight courier (postage prepaid), or three days after mailing by registered mail (postage prepaid). All notices or communications to Client shall be sent to the address contained in Advisor's records.

**19. Governing Law.** This Agreement and all the terms herein shall be construed and governed according to the laws of the State of Minnesota, without giving effect to principles of conflict of laws, if there is no inconsistency with federal laws.

**20. Entire Agreement.** This Agreement represents the parties' entire understanding regarding the matters specified herein. No other agreements, covenants, representations or warranties, ex-press or implied, oral or written, have been made by any party to any other party concerning the subject matter of this Agreement.

**21. Amendments.** No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the parties.

**22. Assignment.** This Agreement shall be binding on Client's heirs, executors, successors, administrators, conservators, and permitted assigns. Advisor may not assign (as that term is defined under the Investment Advisors Act of 1940, as amended) this Agreement without Client's consent.

**23. Receipt of Redhawk Wealth Advisors Form ADV Part II.** Client acknowledges receipt of Redhawk Wealth Advisors Form ADV Part II as required by Rule 204-3 under the Advisers Act. Unless Client received said Form ADV Part II at least forty-eight (48) hours prior to execution of this Agreement, Client may cancel this Agreement within five (5) days of execution by giving written notice of cancellation to Advisor. This Agreement will not take effect until at least forty-eight (48) hours after the Client has received Redhawk Wealth Advisors Form ADV Part II and Redhawk Wealth Advisors has accepted this agreement.

**24. Privacy Policy.** Advisor is committed to maintaining the trust and confidence of Client. Advisor protects Client's privacy when collecting and using Client's information and takes necessary measures to safeguard that information. Keeping Client's information secure and private is a priority for Advisor. The following describes the Privacy Policy. During providing services to Client, Advisor collects nonpublic personal information about Client from the following sources:

- a. Information from financial planning profile and other standard forms (for example, name, address, social security number, assets, types and amounts of investments, transactions, and income);
- b. Information about investment account transactions from broker/dealers and third-party money managers, and other companies that work closely with Advisor to provide Client with diverse financial products and services (for example, account balances, types and amount of investments).

Keeping Client's information secure is one of Advisor's most important responsibilities. Advisor restricts access to nonpublic personal information to those employees and agents who need to know that information to provide products or services to Client. Advisor maintains physical, electronic, and procedural safeguards that comply with federal standards to guard Client's nonpublic personal information. Advisor does not sell, share or disclose Client's non-public information to non-affiliated third-party marketing companies. Advisor may disclose nonpublic personal information about Client under circumstances as permitted or required by law. These disclosures typically include information to process transactions on Client's behalf, to conduct

operations, to follow Client’s instructions as Client authorizes, or to protect the security of Advisor’s financial records. If Client decides to close account(s) or become an inactive customer, Advisor will adhere to the privacy policies and practices as described in this Agreement. Advisor reserves the right to change this policy at any time and Client will be notified if any changes occur.

**25. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but together shall constitute one and the same document. NOTICE: BY SIGNING THIS AGREEMENT, CLIENT IS AGREEING TO THE ARBITRATION PROVISION SET FORTH IN SECTION 15 ABOVE. EACH PARTY TO THIS AGREEMENT REPRESENTS THAT IT HAS READ AND UNDERSTANDS THE FOREGOING ARBITRATION PROVISION.

In Witness Whereof, the parties have executed this Agreement.

**CLIENT(s)**

_____	_____	_____
Client Name	Client Signature	Date
_____	_____	_____
Client Name	Client Signature	Date
_____	_____	_____
Client Name	Client Signature	Date

**ADVISOR**

_____	_____	_____
Advisor Name	Advisor Signature	Date
<u>Dan E. Hunt</u>		
Redhawk Wealth Advisors, Inc.	Signature	

## Appendix A

### Fee Payment Options

Please select one of the below payment options.

#### CREDIT CARD

Please complete the information below and you will be sent an invoice to your email address. The email will contain instructions for you to pay the invoice electronically. Redhawk will not have access to your credit card information.

**Name on Card:** \_\_\_\_\_

**Amount to Invoice:** \$ \_\_\_\_\_

**Email Address** (for invoice): \_\_\_\_\_

\_\_\_\_\_  
**Client Name**

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

\_\_\_\_\_  
**Date**

#### PERSONAL CHECK

Please make the check payable to: Redhawk Wealth Advisors, Inc.

Please give the check to your financial advisor.

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