

Sam Gott, Certified Financial Planner®, practitioner
11107 Wurzbach, Suite 405
San Antonio, TX 78230

Planning Agreement

This is an advisory agreement between Sam Gott, Certified Financial Planner (Adviser) and _____ (“Client”)
(Official account name)

By this agreement, Client retains Adviser to provide Financial Planning Services (“Planning”) to Client on the following terms:

Selection of Service(s)

Please select each service by checking the appropriate box(es), below. If no boxes are selected, Adviser will not be able to provide any services under this agreement:

- COMPREHENSIVE FINANCIAL PLANNING SERVICES
- RETIREMENT PLANNING SERVICES
- CONSULTING SERVICES (outside of Financial or Retirement Planning)

Comprehensive Financial Planning Services:

Client has retained Adviser to prepare a written, comprehensive Financial Plan/Retirement Plan based on the Client’s individual needs and circumstances. The Client authorizes Adviser to enter into such agreements (with third parties) and make such representations as may be necessary or proper in connection with the performance of its duties under this agreement. Because the Financial Plan/Retirement Plan will be based on the information that the Client provides to Adviser, the completeness and accuracy of the information provided in the Client Questionnaire (which is separate from this agreement) is very important. Once the Client has received the written Financial Plan/Retirement Plan, the Client will have the sole responsibility for determining whether to implement the recommendations of that plan.

Client may choose to have Adviser review and update the Financial Plan/Retirement Plan annually (or more frequently) to adjust it for changes in the Client’s financial situation or investment objectives. At that time, the Client will need to update the Client Questionnaire.

A Financial Plan will generally address the following areas of financial concern to Client:

Personal: Family records, budgeting, personal liability, estate information, and financial goals.

Tax and Cash Flow Analysis: Income tax and spending analysis and planning for past, current, and future years. Adviser will illustrate the impact of various investments on the client's current income tax and future tax liability.

Death and Disability: Cash needs at death, income needs of surviving dependents, estate planning and disability income analysis.

Retirement: Analysis of current strategies and investment plans to help the Client achieve his or her retirement goals.

Investments: Analysis of investment alternatives and their effect on Client's portfolio.

Retirement Planning Services

A plan to review current strategies and investments to help the client achieve their financial goals.

Consulting Services

Client can also receive Adviser's investment advice on a more limited basis. This may include advice on an isolated area of concern such as an estate planning, retirement planning question or any other specific topic outside of a comprehensive plan. Adviser will provide consultation and administrative services regarding investment and financial concerns of Client.

FEES FOR PLANNING SERVICES

Financial and Retirement Planning:

Fees for Financial or Retirement Planning are based upon the net worth of Client. The current fee schedule is as follows:

<u>Client Net Worth</u>	<u>Planning Fee</u>
\$1 to \$1,000,000	\$1,500
\$1,000,000 to \$3,000,000	\$3,000
over \$3,000,000	The fee is negotiable

One-half of this fixed fee up to the amount of \$500 will be due upon signing this advisory agreement, with the balance due upon presentation of the plan to Client. Typically, the plan will be provided to the Client within 90 days of the contract date, provided that all necessary information needed to prepare the plan has been promptly provided to Adviser by Client.

Consulting Services

Fees for consulting services will be billed on an hourly basis, at the rate of \$225 per hour, depending on the nature and complexity of each client's circumstances.

An estimate of total hours will be determined at the start of the consulting relationship. 50% of the estimated fee, up to the amount of \$500 will be due upon signing this agreement, with the balance due (based on actual hours) upon the recommendation to the Client. Not all consulting services will result in written recommendations. Most consulting services provided by Adviser to Client will be provided verbally. All fees under this agreement may be negotiable.

Conflicts of Interest - Broker Dealer and Insurance Activity:

Sam Gott is also licensed as a Registered Representative (RR) of Dominion Investor Services Inc. ("Broker"). Sam Gott is also insurance licensed. As a result, a conflict may arise between the Client's interests and Adviser's interest in executing transactions through Sam Gott's separate capacity as a RR or Insurance Agent. Client understands that Client is under no obligation to implement the Plan or any Plan recommendation by placing transaction through Sam Gott in his separate capacities as a RR or Insurance Agent or to use any recommended Broker or Insurance Company.. If Client chooses, at Client's *sole discretion and determination*, to effect transactions with Sam Gott in their separate capacity as a RR of Broker or insurance agent. Adviser may receive separate and customary commission compensation from the purchase or sale of securities or insurance products to implement plan recommendations.

All commission compensation received by Adviser is separate from and in addition to the Planning Fees charged to the Client under this agreement.

The content of any Plan prepared by Adviser is generic in nature. It is not limited in content (or recommendation) to any product or service available through the Adviser or his separate capacity as a RR or insurance agent.

Non-Exclusive Relationship: Client acknowledges and agrees that Adviser may provide services to other clients and receive fees for such services to the extent allowed by law. Adviser may provide different advice or take different action on behalf of other clients when compared to those of Client.

Assignment: This agreement cannot be assigned or transferred in any manner by any party without the written consent of all parties receiving or rendering services under the agreement.

Termination: This Agreement will continue in effect until terminated by either party by providing written notice to the other. The Client will have a period of five (5) business days from the date of signing this agreement to unconditionally rescind the agreement and receive a full refund of all fees. On the termination of this Agreement, Adviser will have no obligation to Client. Termination of this Agreement will not affect:

- (a) the validity of any action previously taken by Adviser under this Agreement; or
- (b) liabilities or obligations of the parties from actions initiated before termination of this Agreement.

Risk: The Client recognizes that the Planning Services described in this agreement involves Adviser's judgment and that Adviser's views regarding the economy and the securities markets, like all predictions of future events, cannot be guaranteed to be accurate. The Client represents that no party to this agreement has made any guarantee, either oral or written that the Client's Plan will be achieved. Adviser will not be liable for any action performed or omitted, errors of judgment, or mistakes in preparing the Plan, in the absence of malfeasance, negligence, or violation of applicable law. Nothing in this agreement shall constitute a waiver or limitation of any rights which the Client may have under applicable state or federal law, including without limitation the state and federal securities laws.

Notice: 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 sent by telecopy, sent by overnight courier, or three days after mailing by registered mail (postage prepaid). All notices or communications to Adviser should be sent to the Adviser's main address. All notices or communications to the Client will be sent to the Client's main address.

Applicable Law: This agreement will be interpreted under the laws of the State of Texas, without reference to principles of conflict of laws, provided that there is no inconsistency with federal laws.

Entire Agreement: This agreement represents our entire understanding with regard to this advisory agreement. No other agreements, covenants, representations, or warranties, expressed or implied, oral or written have been made by any party to any other party concerning the subject matter of this agreement.

Validity: If any part of this agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of the agreement.

Disclosure: Client's signature below represents that Client has received and reviewed a copy of Part 2 of Adviser's Form ADV either 48 hours prior to signing this agreement, or at the time of signing this agreement. If provided at the signing of the agreement, Client understands they have the right to terminate this agreement without penalty within 5 business days of entering in the agreement for services.

Amendments: Adviser shall have the right to amend this agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Any such amendment shall be effective 30 days after Adviser has notified the Client in writing of any change or such later date as is established by Adviser.

Representations: Adviser is a registered investment adviser and is authorized and empowered to enter into this agreement. The Client represents that he or she is authorized and empowered to enter into this agreement. If this agreement is being signed on behalf of a corporation, partnership trust, or other business or legal entity, the Client represents that applicable law and governing documents authorize and permit this agreement.

In addition, Client is provided a copy of this executed agreement between the parties.

Agreement to Arbitrate Controversies: It is agreed that any controversy between the Adviser and the Client arising out of Adviser business or this Agreement, shall be submitted to arbitration conducted under the provisions of the commercial arbitration rules of the American Arbitration Association. Arbitration must be commenced by service upon the other party of a written demand for arbitration or a written notice of intention to arbitrate, therein electing the arbitration tribunal. In the event the Client does not make such election within five (5) days of such demand or notice, then the Client authorizes the Adviser to do so on the Client's behalf. Judgment upon any award rendered by the arbitrators shall be final and may be entered in any court having jurisdiction thereof. This clause does not constitute a waiver of any right including the right to choose the forum, whether arbitration or adjudication, in which to seek resolution of disputes.

Disclosure: (Texas Administrative Code Rule 116.12) Client acknowledges receipt of Part II of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Schedule H of Form ADV, if the client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisor contract with this investment adviser, then the client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

Client and Adviser have executed this Planning Agreement on this _____ day of _____ 20____.

By: *[Client]*

Signature: _____

Address: _____

SS or Tax ID: _____

By: *Sam Gott, Certified Financial Planner®, practitioner*

Signature: _____

Name and Title: _____