

Financial Planning and Advice Agreement

This FINANCIAL PLANNING ADVICE AGREEMENT ("Agreement") is between Concourse Financial Group Securities, Inc., an Alabama corporation doing investment advisory business as Concourse Financial Group Advisors ("Advisor"), and _____ FIRST NAME _____ LAST NAME _____ ("Client"), as of the date of the last signature below (the "Effective Date"). The services ("Financial Planning and Financial Advice Services", as defined below) provided by Advisor under this Agreement shall be furnished by the investment advisor representative of Advisor named in the "Signatures" section of this Agreement ("Financial Professional (FP)"), unless Client and Advisor agree otherwise.

Advisor is registered with the Securities and Exchange Commission as an investment advisor, and is registered or exempt from registration under all applicable state laws regarding investment advisor registration. Advisor provides investment advisory services for its clients. Client wishes to retain Advisor to provide Client with either Financial Planning or Financial Advice Services, as indicated in this Agreement and under the terms set forth below:

Section 1 – Selection of Services.

(a) Financial Planning Services. Based upon information furnished to Advisor by Client and as further agreed by Advisor and Client in Schedule A, Advisor shall provide those Financial Planning Services as further specified in Schedule A. The Financial Planning Services will consist of a comprehensive financial plan ("Comprehensive Financial Plan", as defined below) which may include, for example, (1) information about Client's current income, assets, liabilities, investments and insurance coverages, and (2) advice and recommendations regarding investments, savings, insurance, retirement, funding of the education of children and other long-term needs, budgets, cash flow, estate planning, business planning and risk management.


(b) Financial Advice Services. Based upon information furnished to Advisor by Client and as further agreed by Advisor and Client in Schedule A, Advisor shall provide those Financial Advice Services as further specified in Schedule A. Financial Advice will consist of advice and recommendations pertaining to one or more specific topics as selected by the Advisor and Client in Schedule A.

(c) Plan Participant Education Services. Based upon information furnished to Advisor by Client and as further agreed by Advisor and Client in Schedule A, Advisor shall provide those Plan Participant Education Services as further specified in Schedule A. The Plan Participant Education Services will consist of a review of the investment options provided by the plan sponsor of your employer-based retirement plan. All funds used in this education model are:

1. Designated investment alternatives in an employer plan and therefore subject to fiduciary oversight independent of the investment manager; and
2. Not associated with the brokerage window option that may be available in the employer plan.

The funds not included in this model have similar risk and return characteristics to those which are included. Any education model provided as a result of the Plan Participant Education Services will not be updated and your Concourse Financial Group Securities, Inc. FP will not monitor or provide ongoing or regular recommendations with respect to your employer-based retirement plan.

Section 2 – Client Information. Client agrees to consult with Advisor and to provide Advisor with all information relevant to Client's individual investment and financial situation and objectives. Client understands that Advisor shall depend on the accuracy, timeliness and completeness of such information in Advisor's provision of the Financial Planning or Financial Advice. Client represents and agrees that the information provided by Client will be, to the best of Client's knowledge, substantially accurate and complete. During the term of this Agreement, Client shall promptly inform Advisor in writing of any material change in Client's financial circumstances or objectives and shall respond promptly to reasonable requests by Advisor for information on any such changes.



Section 3 – Compensation. Client shall pay Advisor a fee for the preparation and presentation of the Financial Planning or Financial Advice in accordance with Schedule A. The fee is for Financial Planning or Financial Advice only and does not include legal, accounting or other professional services. The fee shall be paid to the order of Concourse Financial Group Securities, Inc.

Section 4 – Implementation of Advice. The compensation paid by Client pursuant to this Agreement does not include payment to Advisor for implementation of the recommendations or advice contained in the Financial Planning or Financial Advice. Client shall at all times be at liberty to follow or disregard, wholly or partially, any recommendations or advice contained in the Financial Planning or Financial Advice or otherwise given by Advisor. Client and Advisor may, at their discretion, enter into brokerage arrangements, investment advisory services arrangements, or other arrangements or agreements pursuant to which Advisor will assist Client in the implementation of such recommendations or advice for such compensation as Client and Advisor may agree. If Client decides to implement all or some portion of the advice or recommendations provided by Advisor through such other arrangements with Advisor, then (in accordance with industry practice) Advisor and FP (or such other registered FP affiliated with Advisor that may assist in such implementation) will receive, and other individuals affiliated with Advisor may receive, commissions or other compensation that is in addition to the compensation provided pursuant to this Agreement.

Section 5 – No Legal, Tax or Accounting Advice. Nothing in this Agreement shall require Advisor or FP to provide legal, tax or accounting advice. Client is responsible for consulting, and is encouraged to consult, legal, tax and accounting advisors of Client's choosing.

Section 6 – Relationship of the Parties. Client acknowledges that Advisor is a registered investment advisory firm and FP is an investment advisory representative of Advisor. As such, FP shall receive, and other individuals affiliated with Advisor may receive, a portion of the compensation paid by Client to Advisor under this Agreement.

Section 7 – Confidentiality; Disclosure to Advisors. The personal information relating to the Client in Advisor's possession or control that arises pursuant to the terms of this Agreement shall be treated as confidential, notwithstanding the Advisor's privacy policy (a copy of which has been provided to Client). Notwithstanding the foregoing, Client hereby grants Advisor the authority to discuss, disclose and communicate any or all information received from Client or related to this Agreement to such accountants, attorneys, tax preparers, and other advisors of Client as Client may designate.

Section 8 – Termination. (a) This Agreement shall automatically terminate upon the first to occur of: (1) the delivery of the Financial Planning Services or Financial Advice Services to the Client; or (2) twelve (12) months from the Effective Date.

- (b) Client may terminate this Agreement by sending Advisor written notice of termination. Such termination shall be effective at the close of business on the first business day after the date on which Advisor receives such notice.
- (c) Advisor may terminate this Agreement by sending Client written notice of termination. Such termination shall be effective as of the date on which such notice is sent or (if later) the date set forth in such notice.
- (d) This Agreement shall automatically terminate, without further notice to any party, on the date as of which FP ceases to be affiliated as an investment advisory representative of Advisor.
- (e) Termination of the Agreement shall not terminate any obligation on the part of the Client to pay the Advisor for the Financial Planning Services or Financial Advice Services received pursuant to this Agreement. Fees paid to the date of termination but not yet earned will be refunded upon receipt of the notice of termination of the agreement. Once work has begun with respect to the Financial Planning or Financial Advice any refund may be prorated, commensurate with the amount of work performed on the plan.

Section 9 – Effective Date; Amendment and Assignment. This Agreement shall not become effective unless approved in writing by a registered principal of Advisor. No modification or amendment to this Agreement shall be effective unless made in writing and signed by Client and Advisor. This Agreement may not be assigned by either party without the written consent of the other party.

Section 10 – Applicable Law; Interpretation. This Agreement shall be interpreted and construed in accordance with the laws of the state in which Client executed this Agreement (without giving effect to such state's conflict of laws principles) and in a manner consistent with the Investment Advisors Act of 1940 and the rules and regulations thereunder. The headings in this Agreement are for convenience of reference only, and shall not be considered in the interpretation hereof. This Agreement (including all Schedules and attachments hereto) constitutes the complete agreement of the parties with respect to the subject matter hereof.

Section 11 – Arbitration. THIS AGREEMENT CONTAINS A DISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:

(a) Arbitration Disclosure

1. ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.
2. ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.
3. THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.
4. THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.
5. THE PANEL OF ARBITRATORS MAY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.
6. THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.
7. THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

(b) Arbitration Agreement

ANY CONTROVERSY BETWEEN CLIENT, ADVISOR AND FP ARISING OUT OF ANY BUSINESS CONDUCTED BY OR BETWEEN THE PARTIES OR THIS AGREEMENT SHALL BE SUBMITTED TO ARBITRATION CONDUCTED BEFORE THE FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA) AND IN ACCORDANCE WITH ITS RULES. IF FINRA ARBITRATION IS NOT AVAILABLE AND ENFORCEABLE FOR ANY REASON, THE ARBITRATION SHALL BE CONDUCTED UNDER THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (OR, IF SUCH RULES DO NOT EXIST, PURSUANT TO SUCH SUCCESSOR OR SIMILAR RULES AS ADVISOR SHALL STIPULATE). ARBITRATION MUST BE COMMENCED BY SERVICE UPON THE OTHER PARTY OF A WRITTEN DEMAND FOR ARBITRATION OR A WRITTEN NOTICE OF INTENTION TO ARBITRATE.

NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION, OR WHO IS A MEMBER OF A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS ACTION WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (i) THE CLASS CERTIFICATION IS DENIED; (ii) THE CLASS ACTION IS DECERTIFIED; OR (iii) 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 HEREIN.

THE TERMS OF THIS SECTION 11 REGARDING ARBITRATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Section 12 – Address for Notices. All notices under this Agreement (including, without limitation, notice of termination under Section 8) shall be deemed properly given if delivered by hand, faxed, mailed by U.S. mail (first class, certified or registered), or delivered to a nationally-recognized express delivery service, and addressed to a party at the address set forth in the “Signatures” section of this Agreement (or to such other address as such party may provide the other party by written notice as described herein).

Section 13 – Communications with Clients. In the event that this Agreement is between Concourse Financial Group Securities, Inc. and more than one Client, any and all communications with a single Client will be deemed to be received herein by any additional Clients.

Section 14 – Survivability. The provisions of Sections 7, 10, and 11 shall survive termination of this Agreement.

Section 15 – Receipt of Information and Agreement. Client acknowledges that Client has received (1) a copy of Advisor’s Reg BI Disclosure Document; (2) a copy of Advisor’s Form ADV Part 2A; (3) Form ADV Part 2B; and (4) a copy of Advisor’s privacy policy; and (5) a copy of this Agreement, as signed by Client and Representative. Client has read and understands this Agreement. Client has had the opportunity to review this Agreement with advisors of Client’s choosing, and has either done so or has decided not to have this Agreement reviewed. Client agrees that disputes under this Agreement shall be resolved by binding arbitration, as provided in Section 11 entitled, “Arbitration”.

Section 16 - Delivery of Form CRS. Delivery of Form CRS

I/We have received the Form CRS today _____ (client initials) _____ (client initials)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

_____	FIRST NAME	_____	LAST NAME	_____	_____
*Client Signature	Client Name (Printed)	SSN (Last four numbers)	Date		

_____	FIRST NAME	_____	LAST NAME	_____	_____
*Client Signature	Client Name (Printed)	SSN (Last four numbers)	Date		

Client Address	STREET OR P.O. BOX	CITY	STATE	ZIP CODE
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*If client is not a current account owner at Concourse Financial Group Securities, Inc., The Client Profile Form is required.

FP Signature	FP #	Date
_____	_____	_____
FIRST NAME	LAST NAME	
FP Name (Printed)	FP #	Date
_____	_____	_____

Schedule A Financial Planning and Advice Agreement

Client Name(s): _____
FIRST NAME LAST NAME

Client Name(s): _____
FIRST NAME LAST NAME

The Financial Planning or Financial Advice Services provided to the client shall either be a Comprehensive Financial Plan or one or more of the individual Financial Advice Services listed below.

A. Financial Planning Services:

- ☐ Comprehensive Financial Plan (which may include information about Client's current income, assets, liabilities, investments, and insurance coverages, as well as advice and general recommendations regarding investments, savings, insurance, retirement, funding of the education of children and other long-term needs, budgets, cash flow, estate planning, business planning, and risk management)

B. (Please select each of the Financial Advice Service that will be provided):

- ☐ Education Planning
☐ Retirement Planning (excludes advice to ERISA plan participants) Estate Planning
☐ Business Planning
☐ Cash Flow Analysis and Planning
☐ Risk Management (Business or Individual) Risk Tolerance Analysis
☐ Portfolio Evaluation
☐ Other (specify): _____

C. ☐ Plan Participant Education Services

Financial Service Fee (select one):

Flat Fee: \$ _____

Hourly Fee: \$ _____ / hour Estimated Total Fee: \$ _____

If flat fee, payment is due (mark one):

- ☐ In advance - Credit Card or Check
☐ One-half in advance, one-half upon completion of Financial Plan or Financial Advice Services - Check Only
☐ Upon delivery of the Financial Plan or Financial Advice or invoice - Credit Card or Check
☐ Ongoing (2-12 months) - Credit Card or Check Number of Months _____ (Months will be continuous)
☐ Other (explain) _____

All payments must be paid to the order of Concourse Financial Group Securities, Inc.

_____ Client Signature	_____ Client Name (Printed)	_____ Date
_____ Client Signature	_____ Client Name (Printed)	_____ Date
_____ FP Signature	_____ FP Name (Printed)	_____ FP #