

# DIAS WEALTH

## FINANCIAL PLANNING AGREEMENT

This Agreement, made on \_\_\_\_\_ between Dias Wealth, LLC, a Registered Investment Adviser (“Firm”), whose mailing address is P.O. Box 952884, Lake Mary, FL 32795 and:

**Name of Investment Adviser Representative (“Adviser”):**

\_\_\_\_\_

**Name of Client(s) (“You”):**

\_\_\_\_\_

whose mailing address is \_\_\_\_\_.

### 1. Registered Investment Adviser

Firm and Adviser are registered in or exempt from registration in the state or states in which they may conduct business.

### 2. Services and Related Fees

Adviser will provide the following service or services to you (select appropriate box or boxes):

_____	_____	Budget, Cash Flow, Savings, and/or Debt Analysis
<b>Client Initials</b>	<b>Client Initials</b>	
_____	_____	Income Tax Analysis
<b>Client Initials</b>	<b>Client Initials</b>	
_____	_____	Employee Benefits and/or Plan Analysis
<b>Client Initials</b>	<b>Client Initials</b>	
_____	_____	Estate Plan or Tax Analysis
<b>Client Initials</b>	<b>Client Initials</b>	
_____	_____	Financial Goals and/or Advice
<b>Client Initials</b>	<b>Client Initials</b>	
_____	_____	Annuity, Life, Long-Term Care, and/or Insurance Analysis
<b>Client Initials</b>	<b>Client Initials</b>	
_____	_____	Investment Analysis
<b>Client Initials</b>	<b>Client Initials</b>	
_____	_____	Retirement Income and/or Plan Analysis
<b>Client Initials</b>	<b>Client Initials</b>	
_____	_____	Long-Term Care Analysis
<b>Client Initials</b>	<b>Client Initials</b>	

_____	_____	Business Structure and/or Continuation Analysis
<b>Client Initials</b>	<b>Client Initials</b>	
_____	_____	Beneficiary Review
<b>Client Initials</b>	<b>Client Initials</b>	
_____	_____	Charitable Analysis
<b>Client Initials</b>	<b>Client Initials</b>	
_____	_____	Other _____
<b>Client Initials</b>	<b>Client Initials</b>	

**Fee Payment Option:**

_____	_____	Hourly Fee in amount of \$_____/hour
<b>Client Initials</b>	<b>Client Initials</b>	
_____	_____	Fixed Fee in amount of \$_____
<b>Client Initials</b>	<b>Client Initials</b>	
_____	_____	\$_____ upfront and \$_____ upon completion
<b>Client Initials</b>	<b>Client Initials</b>	

**Description:**

Financial Planning fee is an hourly rate of \$250 and the fixed fee is \$2,500, both which are negotiable.

**3. Billing Arrangement**

Client will pay the first half upon engagement and the remaining balance upon completion of the plan. Adviser will provide you with an invoice upon completion of the written financial plan or consulting service. Client may pay the fee owed to the Adviser by check or it may be deducted the fee from an account managed by the Adviser. In the event of early termination by the Client, any fees for the hours already worked will be due.

Adviser fees are solely for the services described in Item 2 and do not include any insurance commissions or other advisory fees that might be generated upon implementation of any recommendations. Adviser fees are negotiable based upon the number of client accounts, areas covered by the service, and preparation time.

For prepaid fees in excess of \$500, services will be completed within 6 months of the date the fee is received. Fees will not be based on capital gains.

**4. Client Responsibilities**

Client agrees to provide, on a timely basis, information regarding income and expenses, investments, income tax details, estate plans, and other pertinent information requested by the Adviser. Client also agrees to discuss your needs, goals, and projected future needs with Adviser. Adviser cannot adequately perform our services on your behalf unless Client performs these responsibilities, and our analysis and recommendations are based on the information provided to Adviser. Client agrees to provide current financial adviser, tax preparer, and other contact information if requested by Adviser.

Adviser is not required to verify any information obtained from Client's attorney, accountant, or other adviser and we are expressly authorized to rely on the information received. Client may implement, accept, or reject any counseling or advice from Adviser.

## **5. Confidentiality**

All information and advice furnished by either party to the other, including information and advice furnished by their respective agents and employees, is confidential and shall not be disclosed to third parties except as required by law.

## **6. Basis of Advice**

Adviser obtains information from a wide variety of publicly available sources and has no sources, and does not claim to have sources, of inside or private information. The recommendations Adviser develops is based upon professional judgment and individual professional counselors and neither Adviser nor its associates can guarantee the results of any of its recommendations. Client may follow or ignore completely or in part any information, recommendation, or counsel given by Adviser under this agreement.

## **7. Implementation**

Client is free to obtain legal, accounting, and brokerage services from any professional source to implement Adviser's recommendations. Client retains absolute discretion over all investments and the implementation of any recommendations.

## **8. Non-Discretionary**

The services covered by this agreement are non-discretionary and confer no investment authority or responsibility to Adviser over any of Clients regardless of how Clients hold those assets.

## **9. Legal and Accounting Services**

Adviser will not prepare any legal or accounting documents for the implementation of Client's financial or investment plan under this agreement. Client's personal attorney is solely responsible for the rendering or preparation of all legal advice, legal opinions and determinations, and legal documents. Client's personal accountant is solely responsible for the rendering or preparation of all accounting advice, accounting opinions and determinations, and accounting documents.

## **10. Termination, Assignment and Amendment**

Client may terminate this agreement for any reason within the first five (5) business days after signing the contract without any cost or penalty. Thereafter, the contract may be terminated at any time by giving ten (10) days written notice to the Adviser at Dias Wealth, LLC, P.O. Box 952884, Lake Mary, FL 32795. In the event of early termination, any prepaid fees will be prorated for the number of days those services were rendered and any unearned fees will be refunded to the client.

## **11. Acknowledgment of Disclosure Statement**

Client acknowledge receipt of Part 2A and 2B of Adviser's Form ADV and Privacy Notice as required under the Gramm-Leach-Bliley Act, Regulation S-P.

## **12. Assignment and Amendment of Agreement**

Firm may not assign this agreement without Clients prior written consent. This agreement may not be modified or amended except in a writing signed by both you and us.

## **13. Notices**

Notices to Adviser must be in writing and shall be sent to Dias Wealth, LLC, P.O. Box 952884, Lake Mary, FL 32795. Firm will send all notices or communications to your address of record. A notice described in this section is sufficient if delivered by facsimile, overnight mail, or by hand. Any notice is considered delivered 3 days after it is placed in the United States mail.

## **14. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State in which the Client is domicile. In addition, to the extent not inconsistent with applicable law, the venue (i.e. location) for the resolution of any dispute or controversy between Adviser and Client shall be in a mutually agreed upon location.

## 15. Arbitration

All controversies concerning (a) any transaction, (b) the construction, performance or breach of this Agreement, or (c) any other matter which may arise between Adviser and Client or its agents, shall be determined by arbitration conducted pursuant to the Federal Arbitration Act and the laws of the, in which is registered or exempt of registration, before the American Arbitration Association. Client understands that this arbitration clause does not constitute a waiver of the right to seek a judicial forum where such waiver is void under federal or state securities laws.

As or on behalf of Client, you understand that, unless otherwise provided above:

1. Arbitration is final and binding on the parties;
2. The parties are waiving their rights to seek remedies in court, including their right to a jury trial;
3. Pre-arbitration discovery is generally more limited than and different from court proceedings;
4. The arbitrators' award is not required to include factual findings or legal reasoning, and any party's right to appeal or seek modification of rulings by the arbitrators is strictly limited; and
5. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities or advisory industry.

This Section 15 shall survive the termination of this Agreement.

## 16. Electronic Delivery of Documents

Client may elect to receive electronic delivery of all documents from Adviser in the signature block below; if Client makes this election, then Client will generally not receive a paper copy. Client can withdraw this consent at any time at no cost by sending Adviser written notice. Allow Adviser ten business days to implement this change. Client's consent to electronic delivery of documents will apply to all records and documents related to the Adviser-Client relationship that includes, but not limited to ADV Part 2A, Privacy Notice, Account disclosures, newsletters, and other notices regarding Client's Account and such other documents, as Client or Adviser may make available from time to time. Client may request a paper copy of any document delivered electronically at no cost by calling Adviser. Please allow ten business days for processing the request. Requesting a paper copy will not affect Client's participation in the electronic delivery of documents. In order to access documents electronically, Client will need a personal computer with internet access through an Internet Service Provider (ISP) and an email address. Client may download Adobe Reader at no cost on the Internet at <http://www.adobe.com>, but all other software, hardware and systems must be provided at Client's cost. Client represents that his/her/its email address set forth on the signature page of this Agreement is a current, valid email address. In the event Client changes his/her/its email address, Client must notify Adviser immediately by contacting Adviser by telephone or in writing via U.S. mail. If Adviser is repeatedly unable to deliver Client's electronic document(s) to the specified email address, Adviser reserves the right to terminate the electronic delivery of documents service and deliver the documents to Client via U.S. mail.

## 17. Acknowledgment and Approval

This Agreement, including the agreement to arbitration of disputes in Section 15, has been signed and delivered by their duly authorized representatives on the date indicated below.

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

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

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

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

\_\_\_\_\_  
**Adviser Signature**

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

### Authorization for Electronic Delivery of Documents:

By initialing here, you certify that you have received Adviser and third-party investment adviser's ADV Part 2A or Appendix 1, ADV Part 2B, or Appendix 1 and Privacy Notice. The Client also hereby request and consent to the Adviser sending all communications and documents to him or her electronically, rather than in a paper format, upon the terms described in Section 18. Please carefully read those terms and related disclosures and do not hesitate to ask questions. This authorization can be terminated as provided in Section 18. The following email address(es) will be used to deliver documents and information to the Client unless and until he or she notifies the Adviser of a change.

\_\_\_\_\_  
**Client Initials**

\_\_\_\_\_  
**Client Initials**

\_\_\_\_\_  
**Email Address**

\_\_\_\_\_  
**Client Initials**

\_\_\_\_\_  
**Client Initials**

\_\_\_\_\_  
**Email Address**