



CONSULTING SERVICES AGREEMENT

This Agreement (“Agreement”) is made and entered into by and between *INVEST* Financial Corporation (“INVEST”) and _____ (“Client”).

WHEREAS, INVEST is an investment adviser registered with the U.S. Securities and Exchange Commission (“SEC”) under the Investment Advisers Act of 1940, and the rules and regulations thereunder, as amended (“Advisers Act”);

WHEREAS, INVEST provides financial planning and investment consulting services to clients; and

WHEREAS, Client desires to receive the financial planning and consulting services of INVEST.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client hereby retains INVEST to perform financial planning and consulting services on the terms described below.

1. **Services.** INVEST agrees to provide consulting services and/or financial planning services (respectively, “Consulting Services” and “Financial Planning Services,” and collectively “Services”) to the Client in the form of [the Client must affirmatively select one or both by initialing in the appropriate space provided]:

_____ A written financial plan (Financial Planning Services); and/or

_____ On-going consulting services (Consulting Services) consisting of the services specifically identified on **Exhibit A**.

These Services will be provided by INVEST and/or the INVEST Investment Adviser Representative (“IAR”) named below, or such other INVEST IAR as INVEST and Client may agree. Where applicable, INVEST’s Services will address general types of investments and may include recommendations of specific investments or products. Depending upon the nature of services requested by Client, INVEST may provide a written plan and advice to Client, which may be based on certain financial planning software programs used by INVEST or the IAR. Depending on the Services selected by Client, INVEST may also provide analysis of a Client’s portfolio managed by an independent third party unaffiliated with INVEST, such as a pension plan trustee, investment adviser, or other investment professional.

2. **Background Information.** Any investment recommendation or other investment advice made as part of INVEST’s Services will be based upon the information provided by Client, including, but not limited, the Client’s: (a) investment objective(s); (b) investment time horizon; (c) risk tolerance; (d) financial position; and (e) current and future financial needs. Client agrees to furnish INVEST with all information reasonably requested by INVEST to perform an analysis of Client’s financial situation and investment objectives and, where appropriate, the Client will promptly inform INVEST, in writing, of any changes in Client’s financial situation or investment objectives.

3. **Authorization.** To implement investment decisions made by Client, the Client may authorize INVEST to place orders on behalf of Client with or through any distributor, issuer, or broker-dealer as INVEST may select. Client further understands and agrees that INVEST may deliver to any distributor, issuer, or broker-dealer executing transactions on behalf of Client, a copy of this Agreement as evidence of the authority of INVEST, and its employees, to act for or on behalf of Client. This authorization does not grant INVEST authority to take delivery or possess, or otherwise grant INVEST any discretionary authority or control over, any of Client’s funds or securities.

4. **Implementation of Recommendations.** Client shall be free either to follow or to disregard any recommendations and advice provided by INVEST and shall be responsible for deciding what advice to act upon, when to act upon said advice, and selecting any means at Client’s disposal to implement the recommendations made. Client understands and agrees that INVEST and its IARs do not provide legal and/or tax advice. Client should consult its personal legal and/or tax adviser before implementing any recommendations.

5. **Investment Execution Services.** Client understands that INVEST is a registered broker-dealer and that certain IAR's of INVEST are licensed as registered securities representatives of INVEST and may also be licensed insurance agents. Should Client select to have investment recommendations executed through INVEST, Client acknowledges that, in their respective securities transactional capacities, INVEST and its IAR's may receive commissions and other remuneration resulting from Client transactions effected through INVEST. Client also understands that a conflict of interest may exist when INVEST and its IAR receive a fee for rendering investment advice and a commission for effecting securities and/or insurance transactions relating to its advice so given. In particular, Client understands and agrees that INVEST may make investment recommendations to Client with respect to the purchase and sale of securities issued by investment companies or other investment products for which INVEST or its affiliates provide certain marketing, financial, and/or administrative services, and that INVEST or its affiliates receive fees for such services, which fees are in addition to the compensation Client pays INVEST for INVEST's Services under this Agreement. Client further understands that the securities, investments, insurance, and Services recommended and provided by INVEST, may be available from other firms at higher or lower fees.

6. **Fees/Expenses for Financial Planning & Consulting Services.** (Additional terms may not be written in)

(a) **Type and Amount of Payment:**

- (i) **Hourly Fee for Services:** \$ _____
Estimated total cost to Client: _____ hours at \$ _____ per hour = \$ _____
- (ii) **Flat Fee for Services:** \$ _____
- (iii) **Percentage of Assets:** _____ % (up front fixed fee only)

(b) **Schedule of Payment:**

- (i) _____ Quarterly
- (ii) _____ Semi-annual
- (iii) _____ Annual

(c) **Mode of Payment – Amounts to be collected:**

- (i) **In Advance** \$ _____
- (ii) **Arrears** \$ _____

Client may elect to pay 50% of the fee in advance and the remainder upon completion of the Financial Planning Services according to the terms of this Agreement. Alternatively, Client may pay the entire fee in advance. In the event of contract termination, any fees received but not yet earned will be returned to the Client.

The fee options noted in Sections 6(a), 6(b), and 6(c) **do not include any commissions and/or transaction-related charges as applicable to an investment transaction as directed by the Client. CSA fees are not based on a share of capital gains upon, or capital appreciation of, the Client's portfolio or any other Client funds, or any portion thereof. Please note that option 6(a)(iii) is a one time, flat fee only. It may be paid in installments according to the schedule as outlined in section 6(b) and 6(c), but it is not a rolling quarterly billing option. This fee/agreement may not be used for conducting transactional business on a regular basis for a fee in lieu of brokerage commissions.**

7. **Assignment/Governing Law.** No assignment of this Agreement by either party shall be effective without the prior written consent of the other party. The validity of this Agreement and the rights and liabilities of the parties hereunder shall be governed and construed according to the laws of the State of Florida, without giving effect to its choice of law provisions. Nothing in this Agreement shall be construed in a manner inconsistent with the Advisers Act or rules or regulations of any applicable jurisdiction.

8. **Arbitration.**

(a) Client should be aware that the following conditions apply to the Agreement to arbitrate set forth below: (i) arbitration is final and binding on the parties; (ii) the parties are waiving their right to seek remedies in court, including the right to jury trial; (iii) pre-arbitration discovery is generally more limited than and different from court proceedings; (iv) 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 arbitration panel is strictly limited; and (v) the panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

(b) It is agreed that any controversy between INVEST and Client arising out of INVEST's business or this Agreement shall be submitted to arbitration conducted pursuant to the code of arbitration procedure of a recognized alternative dispute resolution organization selected by Client. If Client does not notify INVEST in writing of Client's selection within five (5) days after receiving a written demand for arbitration from INVEST, then Client authorizes INVEST to make such selection. Judgment on the award rendered by the arbitration panel shall be final and may be entered in any court having jurisdiction thereof. 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: (i) the class certification is denied; (ii) the class is decertified; or (iii) the person 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.

(c) This agreement to arbitrate does not constitute a waiver of any right provided to Client by the Advisers Act, including the right to choose the forum, whether arbitration or adjudication, in which to seek resolution of disputes.

9. **Term and Termination.**

(a) ***Financial Planning Services.*** This Agreement shall remain in effect for one year from the date of contract acceptance and execution by INVEST of the Financial Planning Services. The foregoing notwithstanding, unless otherwise set forth on **Exhibit A** hereto, INVEST's obligations to Clients electing Financial Planning Services end upon INVEST's delivery to, and Client's acceptance of, the financial plan. Client may, however, elect to have INVEST, through its IAR, conduct a periodic review(s) of such financial plan, but INVEST shall have no responsibility to provide investment advice or recommendations concerning the Client's financial plan or otherwise, and INVEST's obligations hereunder are limited solely to the preparation and delivery of the financial plan and, if elected, its periodic review.

(b) ***Consulting Services.*** This Agreement shall remain in effect for one year from the date of contract acceptance and execution by INVEST. This Agreement may be terminated by and upon either party prior written notice to the other party of such termination. Notwithstanding the foregoing, Client may terminate this Agreement within five (5) days of its execution, without penalty (although administrative fees may apply). However, no termination of this Agreement shall affect the liabilities and obligations of the parties arising from or in connection with services performed or transactions initiated prior to such termination.

10. **Risk Disclosure Statement.** Any investment entails the risk of loss. While INVEST seeks, through its recommendations, to keep these losses small, there have been numerous loss periods in the past and there will be others in the future. INVEST emphasizes, and Client acknowledges, that investment returns, particularly over shorter time horizons, are highly dependent on trends in the various investment markets. Thus, INVEST's Financial Planning Services and Consulting Services are suitable only for long-term investment objectives or strategies, rather than for short-term trading purposes. Client further understands that there can be no guarantee that Client's

investment objectives will be achieved. Client agrees that INVEST shall have no liability for Client's failure to inform INVEST in a timely manner of any material change in Client's financial condition, or to provide INVEST with information as to Client's financial condition or investment objectives, as INVEST may reasonably request, which might affect Planning Services and/or Consulting Services provided to Client by INVEST. Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that Client may have under federal or state securities law or regulations.

11. Representations and Warranties – Trustees, and Fiduciaries. If this Agreement is executed on behalf of Client by a trustee(s) or other fiduciary(s) (including, but not limited to: an individual; partner; member; officer; or other person owning, representing, and/or managing: a trust; ERISA plan; or other qualified plan), such trustee or fiduciary represents and warrants to INVEST that:

(a) Client's execution, delivery and performance of this Agreement, as well as Client's participation in the development and receipt of financial planning and/or consulting services are authorized under Client's: trust; ERISA plan; qualified plan; and/or other applicable governing documents and under applicable law;

(b) Such trustee or fiduciary is duly authorized and empowered to negotiate the terms of this Agreement, including fees, and to execute and deliver this Agreement on behalf of Client;

(c) Such trustee or fiduciary: (i) is knowledgeable concerning the funding or administration of such trust, ERISA plan, or other qualified plan; (ii) understands a Client's investment objectives and will make an informed decision regarding the investment of such assets pursuant to the financial plan and/or consulting services provided; (iii) will make an informed decision concerning the execution of purchases and sales of a Client's assets and the use of broker-dealers for such transactions; and (iv) has considered the prudence of the fees to be paid in relation to the services to be received; and

(d) Client has informed INVEST of all other provisions that reasonably may be expected to be relevant to INVEST in connection with entering into and providing services to Client under this Agreement, including, without limitation, any documents containing provisions that: (i) restrict, limit, or otherwise prescribe the manner in which such services may be rendered or the manner in which providers of such services may be compensated; (ii) relate to Client's investment objectives, policies or constraints, risk tolerance, or the selection and retention of broker-dealers or investment advisers; and (iii) relate to the authority of Client to enter into this Agreement.

12. Liability. Except as may otherwise be required by applicable law, Client agrees that neither INVEST nor its officers, directors, employees, or agents shall be liable for, or subject to any losses, claims, damages, liabilities or expenses in connection with any act or omission connected with or arising out of any services rendered under this Agreement, except by reason of willful misconduct, bad faith, or gross negligence in performance of their duties, or by reason of reckless disregard of their obligations and duties under this Agreement. However, nothing herein shall constitute a waiver or limitation of the rights the Client may have under any federal or state securities law or regulations.

13. Confidential Information/Privacy. In performing its financial planning and consulting services, INVEST will have access to Client's confidential information, including, the Client's nonpublic personal information. INVEST and its officers, directors, employees, and agents shall maintain and use such Client confidential information in accordance with INVEST's Privacy Policy. Access to such confidential information shall be made available only as permitted by law or upon INVEST receiving such consent from the Client as may be required by INVEST's Privacy Policy or by applicable law or regulation. The confidential information will only be used by INVEST in the ordinary course of conducting business for the Client hereunder. The foregoing notwithstanding, INVEST may disclose confidential information to its affiliates, accountants, attorneys, service providers, Client's custodian, and other professional investment advisers in connection with the performance of this Agreement, provided that they agree to maintain the confidentiality of the Client's confidential information in accordance with this Agreement. Further, INVEST may disclose Client's confidential information where legally compelled to do so upon being served with any subpoena, discovery device, or other legal or regulatory process.

14. **Services Not Exclusive.** It is understood that the services of INVEST are not exclusive, and nothing in this Agreement shall prevent INVEST, or its affiliates and IAR's, from providing similar services to other clients, or from engaging in other activities.

15. **Notices.** Any notice, instruction or other communication contemplated by this Agreement shall be in writing. All such communications shall be addressed to the recipient at the address set forth below, provided that either party may, by notice, designate a different address for such party.

To INVEST:

INVEST Financial Corporation
8745 Henderson Road
Suite 300
Tampa, Florida 33634

To Client:

16. **Severability.** If any provisions of this Agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Agreement shall not be affected thereby, and to this extent, the provisions of this Agreement shall be deemed to be severable. To the extent that any provision of this Agreement shall be held or made invalid by a court decision, statute, rule or otherwise with regard to any party hereunder, such provisions with respect to other parties hereto shall not be affected thereby.

17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

18. **Entire Agreement.** This is the entire Agreement between the parties with respect to the subject matter hereof. All prior agreements, negotiations, discussions, notes, and memoranda between the parties with respect to this Agreement are hereby deemed to be merged into this Agreement.

19. **Amendment.** This Agreement may not be amended or modified except in writing, and executed by both parties.

20. **No Waiver.** Failure by either party to promptly insist upon strict compliance with any of the obligations of the other party under this Agreement shall not be deemed to constitute a waiver of the right to enforce strict compliance with respect to any obligation hereunder.

21. **Survival.** No termination of this Agreement shall affect the liabilities or obligations of the parties arising from or in connection with services performed or transactions initiated prior to such termination. Without limiting the generality of the foregoing, the provisions of **Sections 7, 8, 10, 11, 12, and 13** of this Agreement shall survive any termination of this Agreement.

22. **Receipt of Agreement, Privacy Statement, and Brochure Disclosure Statement.** The Client hereby acknowledges receipt of: (a) a copy of this Agreement, (b) a copy of INVEST's Privacy Statement, and (c) a copy of INVEST's Disclosure Statement or Form ADV Part II describing the firm's services, fees and qualifications.

THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE, AS SET FORTH IN SECTION 8, "ARBITRATION."

Dated this _____ day of _____, 20_____.

INDIVIDUAL CLIENT:

Print Client Name: _____

Social Security #: _____

Client Signature: _____

Print Second Client Name (if applicable): _____

Social Security # _____

Second Client Signature: _____

CORPORATE/TRUST CLIENT:

Print Client Name: _____

By (Signature): _____

Print Name: _____ Title: _____

By (Signature): _____

Print Name: _____ Title: _____

INVEST FINANCIAL CORPORATION

Print INVEST IAR Name and Number: _____

INVEST IAR Signature: _____

Print INVEST OSJ Branch Manager/Supervisor Name: _____

INVEST OSJ Branch Manager/Supervisor Signature: _____

Accepted: INVEST Home Office

Print Name: _____

Title: _____

Signature: _____

Date: _____

**EXHIBIT A
CONSULTING SERVICES AGREEMENT**

Description of Consulting Services

Financial Position

- Brokerage Statement Reconciliation
- Cash Flow
- Budget (Spending Plan)
- Debt Consolidation
- Mutual Fund/Stock Review
- Research on Securities
- General Allocation Overview

Retirement

- Savings Analysis
- Income Needs
- Distribution Planning
- Retirement Plan Review
- Funding Recommendations

Protection/Family Security

- Survivor Needs Analysis
- Life Insurance Analysis
- Disability Needs
- Long-Term Care Needs
- Review Insurance Policies

Education

- Savings Analysis
- 529 Plan Review
- Review Pre-Paid College Plans
- Financial Aid Advise
- Funding Recommendations

Future Savings Goals

- Savings Analysis
- Dollar Cost Averaging
- Funding Recommendations

Income Tax

- Federal Income Tax Estimates
- Tax Management Strategies & Techniques
- Tax Return Review

Estate

- Federal Tax Estimates
- Settlement Costs
- Review of Current Will
- Review of Trust Strategies
- Charitable Gift Strategies

Small Business

- Review Business Planning Needs
- Succession Planning Needs
- Risk Management
- Benefits Planning
- Buy-Sell Arrangements
- Executive Bonus Plan
- Business Valuation
- Retirement Plan Review

Consultation

- Phone Calls
- Personal Visits
- Meeting with Other Professionals

Financial Plan

- Review of Previously Written Financial Plan
- Preparation of New Written Comprehensive Financial Plan
- Preparation of New Single Issue Plan

Description(s)

INVEST and its IARs do not provide legal and/or tax advice. You should consult your personal legal and/or tax adviser before implementing any recommendations.