

FINANCIAL PLANNING AND CONSULTING AGREEMENT

This Agreement is entered into by the investment adviser, Davis & Seiley Wealth Management, Inc. (hereinafter referred to as “Our firm”, “We” or “Us”), through its advisory representative (“Planner”) and (“Client”) this day of 20 . In consideration of the mutual benefits to be derived from this Agreement, it is understood and agreed as follows:

1. SERVICES:

Our firm shall provide the Client with the following financial planning services:

Financial Planning and Consultations

We provide a variety of financial planning and consultation services to individuals, families and other clients regarding the management of their financial resources based upon an analysis of client’s current situation, goals, and objectives. Generally, such financial planning services will involve preparing a financial plan or rendering a financial consultation for clients based on the client’s financial goals and objectives. This planning or consulting may encompass one or more of the following areas: Investment Planning, Retirement Planning, Estate Planning, Charitable Planning, Education Planning, Corporate and Personal Tax Planning, Cost Segregation Study, Corporate Structure, Real Estate Analysis, Mortgage/Debt Analysis, Insurance Analysis, Lines of Credit Evaluation, Business and Personal Financial Planning.

Our written financial plans or financial consultations rendered to clients usually include general recommendations for a course of activity or specific actions to be taken by the clients. For example, recommendations may be made that the clients begin or revise investment programs, create or revise wills or trusts, obtain or revise insurance coverage, commence or alter retirement savings, or establish education or charitable giving programs. It should also be noted that we refer clients to an accountant, attorney or other specialist, as necessary for non-advisory related services. For written financial planning engagements, we provide our clients with a written summary of their financial situation, observations, and recommendations. For financial consulting engagements, we usually do not provide our clients with a written summary of our observations and recommendations as the process is less formal than our planning service. Plans or consultations are typically completed within six (6) months of the client signing a contract with us, assuming that all the information and documents we request from the client are provided to us promptly. Implementation of the recommendations will be at the discretion of the client.

2. CLIENT’S RESPONSIBILITIES:

The Client recognizes that the value and usefulness of our firm’s financial planning services will be dependent upon the information that the Client provides and the Client’s active participation in the formulation and implementation of financial planning objectives. The Client may be required to complete a questionnaire to assist us in formulating the Client’s financial planning objectives. Copies of certain Client documents may be requested by our firm to assist us in

conducting a more complete evaluation of the Client's financial planning objectives and to prepare a financial plan. We may reasonably request certain of the following documents: insurance policies, wills, tax returns, and other documents depending upon the Client's circumstances, in order to permit a complete financial evaluation.

3. FEES:

We charge either an hourly fee or flat fee basis for financial planning and consulting services. The ultimate fee that we charge you is based on the scope and complexity of our engagement with you. Our hourly and fixed fees are as listed below.

_____ (Client's initial) Hourly fee planning/consulting – an hourly rate of \$250 shall be paid to our firm for advisory services with a minimum charge of _____ hours. The total estimated hours for financial planning/consulting services is _____.

_____ (Client's initial) Fixed fee planning/consulting – a flat rate of \$1,000 to \$2,500 shall be paid to our firm for financial planning/consulting services.

We require a retainer of fifty percent (50%) of the estimated total financial planning or consulting fee with the remainder of the fee directly billed to you and due to us within thirty (30) days of your financial plan being delivered or consultation rendered to you. In all cases, we will not require a retainer exceeding \$1,200 when services cannot be rendered within six (6) months.

_____ (Client's initial) Retirement Plan or Investment Review only – a flat rate of \$500 shall be paid to our firm per Retirement Plan or Investment Review.

4. IMPLEMENTATION:

The Client understands that the Planner may recommend that clients execute their financial plans through a broker-dealer, though the client is free to implement their plan through broker-dealers or insurance companies of their choice. Planner does not possess or exercise any discretion with respect to client transactions. Financial planning clients do not receive reviews of their written plans unless they take action to schedule a financial consultation with us. We do not provide ongoing services to financial planning clients, but are willing to meet with such clients upon their request to discuss updates to their plans, changes in their circumstances, etc.

5. LEGAL AND ACCOUNTING SERVICES:

It is expressly understood and agreed between the parties of this Agreement that our firm will not provide accounting or legal advice nor prepare any accounting or legal documents for the implementation of the Client's financial planning objectives. The Client is urged to work closely with his/her attorney and/or accountant in implementing recommendations set forth in the financial plan.

6. TERMINATION:

Either party may terminate this Agreement at any time by providing written notice. For purposes of calculating refunds, all work performed by us up to the point of termination shall be calculated at our hourly rate of \$250 or hourly rate currently in effect. You will receive a pro rata refund of unearned fees based on the time and effort expended by our firm and Planner.

7. ARBITRATION:

This agreement contains a provision, which requires that all claims arising out of transactions or activities affecting the provision of services by our firm to the Client (collectively referred to as “the parties”) be resolved through arbitration in San Diego County, California. The parties acknowledge, understand and agree that:

- (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 potentially different in form and scope from court proceedings.
- (iv) The Arbitration Award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of a ruling by the arbitrators is strictly limited.
- (v) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

To the extent permitted by law, all controversies which may arise between the parties or any of their affiliated companies concerning any transaction arising out of or relating to this agreement, or the construction, performance, or breach of this or any other agreement between us whether entered into prior to, on or subsequent to the date hereto, shall be submitted to arbitration conducted under the 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. Judgment upon any award rendered by the arbitrator(s) shall be final, and may be entered in any court having jurisdiction. Any arbitration proceeding pursuant to this Agreement shall be determined pursuant to the laws of the State of California. This Agreement supersedes any and all preexisting agreements and/or understandings. 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 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; or (ii) the class 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 parties hereby submit to the in personam jurisdiction of the courts of the State of California and the located courts located therein (and expressly waive any defense to personal jurisdiction of the Client by such courts) for the purpose of confirming, vacating or modifying any such award or judgment entered thereon. To the extent any controversy as above described is to be resolved in a court action, the parties expressly agree that such action shall be brought only in State or Federal courts in California and service of process in such action shall be sufficient if served on the parties by certified mail, return receipt requested, at the parties last address known to the other party. In this connection the parties expressly waive any defense(s) to personal jurisdiction of the parties by such court; to service of process as set forth above; to venue; and in addition, expressly agree that California is a convenient forum for any such action.

8. ASSIGNMENT:

This Agreement shall not be assigned by either party without the prior written consent.

9. GOVERNING LAW:

All financial planning services shall be in compliance with the Investment Advisers Act of 1940, rules and regulations thereunder, and applicable state law(s) regulating the services provided by this Agreement.

10. PROXIES:

The Client acknowledges that our firm will not vote proxies.

11. ACKNOWLEDGEMENT:

Client acknowledges receipt of Part II of Form ADV; at or before the time of signing this agreement in accordance with Rule 204-3 under the Investment Adviser’s Act of 1940. 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.

Dated this day of 20 .

CLIENT

Client’s Name: _____ (Print)

Client’s Signature: _____

ADVISER

Planner’s Name: _____ (Print)

Planner’s Signature: _____