



SEVEN SPRINGS WEALTH GROUP

FINANCIAL PLANNING AND INVESTMENT ADVISORY AGREEMENT

340 Seven Springs Way, Suite 710, Brentwood, TN 37027 / P: (615) 370.1253 F: (615) 370.2810 / www.sevenspringswealth.com

This Advisory Agreement (“Agreement”) is entered into this _____ by and between _____ (“Client”) and Seven Springs Wealth Group, LLC., (“Adviser”), a Registered Investment Adviser. Client desires to enter into this discretionary advisory agreement with Adviser for the purpose of obtaining advisory services from Adviser, a description of said services being set forth more fully herein.

1. FINANCIAL PLANNING: SETTING YOUR C.O.U.R.S.E.

In a consultative process over several meetings, Adviser will:

CONNECT you with our financial planning team

ORGANIZE your current financial landscape, collaboratively

UNCOVER your financial opportunities and threats

REFINE the plan and take actionable steps towards your future

SUPPORT your achievement of financial milestones and making prudent financial decisions

EMPOWER you with measurable results through the Seven Springs Wealth Group GoalTracker.

Included is a comprehensive review of Client’s financial assets and liabilities, defining Client’s financial goals, and assessing the likelihood of meeting Client’s goals. As a part of this process, Adviser will offer the following services:

- ✓ **Budgeting and Cash Flow Analysis**
- ✓ **Construction of a Comprehensive Financial Plan**
- ✓ **Company Benefits Analysis**, including but not limited to, assistance with the selection of company benefits during open enrollment.
- ✓ **Education Planning Services**, including but not limited to, cost projections for post-secondary or private secondary schooling, recommendations for savings rates, and tax planning. Seven Springs Wealth Group does not provide tax advice.*
- ✓ **Insurance Needs Services**, including but not limited, analysis of current coverage, coverage gaps, and potential insurance needs, and implementation of specific insurance solutions.
- ✓ **Estate Plan Consulting**, including but not limited to, identification of goals for legacy, philanthropy, and inheritance; recommendation of specific opportunities to maximize wealth transfer; recommendation of beneficiary designations; and coordination with an attorney who can draft and execute estate planning documents. Seven Springs Wealth Group does not render legal advice.*
- ✓ **Other** _____

* Client acknowledges that outside advisors, including estate planning attorneys and tax accountants, will be paid for separately at the Client’s expense.

The Client agrees to provide Adviser with current and accurate information regarding Client’s investment portfolio and financial situation, as well as any and all related documents which Adviser requests. Client further agrees to promptly notify Adviser of any changes in Client’s financial situation which may affect advice rendered.

2. Investment Advisory Services

- a. Upon completion of a review and analysis of Client’s investment portfolio and financial situation, Adviser will offer investment recommendations to Client based on various factors, including, but not limited to, Client’s investment objectives, Client’s risk tolerance level, Client’s investment time frame and Client’s tax status.
- b. Adviser agrees to provide the following discretionary Investment Advisory Services:

Traditional Asset Management

The Adviser will use a traditional asset allocation style of investment management, investing across various asset classes and rebalancing the account(s) on a periodic basis. Adviser will determine and present to Client an asset allocation specific to Client. Adviser will implement the asset allocation and manage the account on a continuous basis utilizing Discretionary Trading (**see description of “Discretionary Trading Authority” below**). This style of asset management is typically used with mutual funds, exchange traded funds, bonds, stocks, options and variable annuities, but may also include other investments that Adviser determines is appropriate for Client’s portfolio. It is Client’s responsibility to place any specific investment restrictions or limitations to restrict Adviser’s investment decisions. Such restrictions or limitations must be reasonable in Adviser’s sole determination and must not preclude Adviser from managing Client’s assets in a manner deemed appropriate by Adviser. It is also Client’s responsibility to notify Adviser of any material changes in Client’s financial situation, which may have an impact on how Adviser manages Clients assets.

Traditional Asset Management for 401(k), 403(b) or other group retirement plans

Adviser will review, make recommendations for, and monitor the assets within the Client’s 401(k), 403(b) or other group retirement plan account(s). Adviser will perform investment supervisory services related to the asset allocation of the retirement plan account(s). **Client agrees to provide Adviser with the username and pass codes to the account(s) for the sole purpose of asset monitoring and reporting. Such access to the account(s) does not provide Adviser with any trading authority on the account(s), nor does it allow Adviser access to direct funds in the account. Adviser in no way has custody of assets in accounts for which Adviser has login privileges. Adviser will make recommendations to the Client and the Client will be responsible for execution of any and all trade recommendations.**

Client hereby agrees to execute any and all documents required by Adviser and/or Custodian in order to allow Adviser to monitor the account holdings.

Separate Account Manager’s (SAM)

Adviser has discretionary authority to select Separate Account Managers and may offer their services as an option for managing client investments, if Adviser deems this appropriate for Client’s portfolio. SAM account minimums typically begin at \$ 100,000. Client will receive separate disclosure documents for a selected SAM. Client should read all disclosure documents carefully which include a discussion of any applicable fees. Fees payable to a SAM are separate and apart from fees payable to Adviser.

SSWG Voyage Portfolio

SSWG Voyage Portfolio is a custom core equity account strategy designed and managed by Adviser and implemented utilizing an interactive web-based investment platform developed by an independent subadvisor with whom Adviser has an agreement. Adviser offers this solution as an option for managing all or a portion of Client’s investments if Adviser deems this appropriate for Client’s portfolio. In order to participate in the SSWG Voyage Portfolio, Client must first engage SSWG for Traditional Asset Management Services described above, and complete a separate addendum to this Agreement, attached hereto as Schedule “F”. Client will receive separate disclosure documents for the subadvisor and should read all disclosure documents carefully. Fees payable to a subadvisor are separate and apart from, and in addition to, fees payable to Adviser. SSWG Voyage Portfolio account minimums typically begin at \$250,000.

Discretionary Trading Authority

Adviser will manage and monitor the assets within the Account, purchasing and/or selling securities on a discretionary basis within the Account as described in Adviser’s disclosure brochure (Form ADV Part2). **Client authorizes Adviser to buy and sell securities without Client’s prior knowledge (“Discretionary Trading”) by executing this Investment Advisory Agreement.** Client hereby agrees to execute any and all documents required by Adviser and/or Custodian in order to establish both the Account and the trading authorization.

- c. Adviser will not take physical possession of or maintain custody of Client’s funds or securities.
- d. Client understands Adviser may perform advisory and/or asset management services for other clients, and that Adviser may give advice or take actions for those clients that differ from the advice given or the timing or the nature of any action taken for their Account. In addition, Adviser may, but is not obligated to, purchase, sell or recommend the purchase or sale of any security which Adviser or any of its affiliates may purchase or sell for their own accounts or the account of any other client. In no event shall Adviser be obligated to effect any

transaction for Client which Adviser believes would violate any applicable federal or state law, rule, or regulation, or the rules or regulations of any regulatory or self-regulatory body.

- e. Client will receive Account statements and confirmations of transactions from the Custodian according to the terms of the contract with the Custodian. Client acknowledges that it is Client's responsibility to review Account statements and confirmations for accuracy.

3. Compensation and Fee Authorizations

- a. Adviser's fees for the services set forth herein, as well as the terms and schedule for payment, shall be based on the terms and/or schedules set forth on Adviser's "Fee Schedule," a copy of which is attached hereto as Schedule "A" and incorporated herein by reference.
- b. Cash awaiting investment or reinvestment may be invested in cash balances or money market funds at the account custodian. Cash balances are customarily included in the assets that are used to calculate the advisory fees as it serves as part of the allocation strategies from time to time.
- c. The account custodian will provide Clients with an account statement reflecting the deduction of the advisory fee. Client is responsible for reviewing the accuracy of the fee.
- d. Adviser's compensation shall not be based on a share of any capital gains upon or capital appreciation of the funds or any portion of the funds of Client.
- e. **Client hereby authorizes Adviser (and SAM, if applicable) to debit Asset Management fees pursuant to the Fee Schedule directly from Client's Account(s), and to liquidate assets therein, at Adviser's discretion, as may be** required to pay the asset management fees. Fees that are not directly debited from the client's account(s) must be paid by check upon Client's receipt of an invoice. Checks should be made payable to Seven Springs Wealth Group, LLC.

4. Additional Fees and Charges

Client understands that additional fees or charges may result from maintenance of or trading within the Account. Client understands and agrees that any additional fees, charges or expenses resulting from maintenance of or trading within the Account shall be the sole responsibility of Client. Client may also incur certain charges imposed by third parties, included but not limited to, custodian fees, mutual fund and exchange traded fund (ETF) fees and expenses, and other account administrative fees. Adviser does not receive any portion of these fees. Client should read the mutual fund prospectus prior to investing.

5. Client Authority

If this Agreement is entered into by a trustee or other fiduciary, such trustee or fiduciary represents and warrants that Client's participation in the Account is permitted by the relevant governing instrument of such plan, and that Client is duly authorized to enter into this Agreement. Client agrees to furnish Adviser with such documents as they shall reasonably request with respect to the foregoing. Client further agrees to notify Adviser of any event which might affect this authority or the validity of the Agreement. If Client is a corporation, the party executing this Agreement on behalf of Client represents that execution of this Agreement has been duly authorized by appropriate corporate action.

6. Proxies

Client understands and agrees that Client retains the right to vote all proxies which are solicited for securities held in the Account. Adviser is hereby expressly precluded from voting proxies for securities held in the Account and will not be required to take any action or render advice with respect to the voting of proxies. Separate Account Managers, if applicable, may take authority to vote proxies on behalf of Client. Client should refer to the applicable Separate Account Manager disclosure brochure for a more complete discussion of their proxy voting policy.

7. Termination

This Agreement may be terminated by Client, without penalty, upon written notice within five (5) business days after entering into this Agreement. Thereafter, Agreement may be terminated at either Client's or Adviser's discretion.

In the event of termination after five (5) business days from the execution of this Agreement, Client will be entitled to a prorated refund of any prepaid quarterly advisory fee based upon the number of days remaining in the quarter after the termination date. Client shall be responsible for any transactions executed prior to receipt of written notice of cancellation.

8. Liability

Client expressly understands and agrees Adviser shall not be held liable in any way relating to the performance of any investment vehicle utilized by Client or the outcome of any decision made in connection with the full or partial implementation of any of the recommendations made by Adviser, provided Adviser has complied with all federal and state laws and/or regulations and the terms of this agreement regulating the provision of investment advisory services. This provision shall not in any way restrict or waive any remedies or rights of action which Client may have pursuant to applicable federal and state laws and/or regulations.

Client understands that there is no guarantee that Client's investment objectives will be achieved. Client further understands the investment approach, related risk factors, and the fees associated with investing in the Account.

Adviser shall not be held liable for Client's failure to inform Adviser in a timely manner of any material changes in Client's financial circumstances which might affect the manner in which Client's assets are allocated.

9. Client Representations

As required by Federal law, Client certifies that the information provided by the Client(s) is true, correct and complete.

10. Legal and Accounting Advice

It is expressly agreed and understood between the parties that Adviser is not qualified to render legal or accounting advice or to prepare any legal or accounting documents for the implementation of any recommendations provided by Adviser.

11. Disputes

This agreement contains a provision which requires that all claims arising between the parties in respect to this Agreement shall be resolved through arbitration. Client is aware that:

- a. Arbitration is final and binding on the parties.
- b. Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings.
- c. 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.
- d. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

Unless unenforceable due to applicable federal or state law, any controversy arising out of or related to any transaction with Adviser or its officers, directors, agents, or employees, or to this agreement or the breach thereof, shall be settled by arbitration in accordance with the rules then in effect of the American Arbitration Association. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. This agreement to arbitrate does not apply to future disputes arising under certain of the federal securities laws including the Investment Advisors Act of 1940, as amended, to the extent that it has been determined, as a matter of law, that claims under such federal laws are not subject to compulsory arbitration. 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.

12. Severability

If any provision of this Agreement shall be held or made unenforceable by a statute, rule, regulation, decision of a tribunal or otherwise, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable to the maximum extent permitted by law or equity while most nearly preserving its original intent.

The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement and, to that extent, the provision of this Agreement shall be deemed to be severable.

13. Confidentiality

It is agreed and understood between the parties that all information provided by Client and all recommendations and/or advice provided by Adviser shall be confidential, with disclosure only upon such terms and to such parties as designated by the parties or as required by law. Client may provide specific authorization to allow Adviser to share information with individuals identified by Client on Schedule B, attached hereto.

14. Assignment

No assignment of this Agreement shall be made without Client's consent.

15. Entire Agreement

This Agreement embodies all understandings and agreements between the parties, and may only be amended by, and only to the extent evidenced by written notification provided to both parties hereto.

16. Tennessee Contract

This Agreement shall be deemed a Tennessee contract and shall be governed and construed according to the laws thereof in a manner consistent with the Investment Advisers Act of 1940 and the rules and regulations promulgated by the State.

17. Receipt of Disclosure Document, Privacy Notice and Consent for Other Communications

Client hereby acknowledges delivery and receipt of Adviser's Form ADV and Adviser's Privacy Notice. Client hereby consents to receive via e-mail or other electronic delivery method, various communications, documents, and notifications from Adviser, including required disclosures, unless specifically declined with initials here _____. Client agrees to immediately notify Adviser of any changes to Client's e-mail address. Electronic delivery of required documents shall satisfy delivery, as required by federal and state regulation.

If more than one, all principals to the account must sign. If any signatory is a fiduciary, the capacity in which he or she is acting should be indicated.

NOTE: THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE WHICH IS LOCATED IN PARAGRAPH 11.

CLIENTS

SEVEN SPRINGS WEALTH GROUP, LLC.

Date: _____

Jeremy Hutzel, President

Date: _____

Date: _____

Date: _____

SCHEDULE A - FEE SCHEDULE FOR FINANCIAL PLANNING AND INVESTMENT ADVISORY SERVICES

Initial - Setting Your C.O.U.R.S.E. Service

These fees are due one-half (1/2) upon client's execution of the Investment Advisory Agreement and the balance due upon completion of the Setting Your C.O.U.R.S.E meetings or in 90 days, whichever comes first.

- Comprehensive Plan: \$3,000**
- Premier Plan: \$5,000**

Ongoing - Financial Planning and Investment Advisory Services

Client's fee for ongoing financial planning and asset management services will be based upon a percentage of the assets under management, to be identified by Client and Adviser.

Fees are based on the tiered fee schedule below, and subject to an annual minimum of \$5,000.

<i>Assets Under Management</i>	<i>Annual Percentage (%) Fee</i>
First \$1,000,000	1.00%
Next \$1,000,001 to \$2,000,000	.85%
Next \$2,000,001 to \$5,000,000	.55%
Next \$5,000,001 to \$10,000,000	.35%
Next \$10,000,001 to \$20,000,000	.25%
Next \$20,000,001 and above	.20%

Advisory fees are paid quarterly in advance, based on the account's average daily account value for the previous calendar quarter. Fees are prorated for accounts opened during the calendar quarter. If the advisory agreement is terminated, fees for the final quarter will be prorated to the date of termination, and the unearned portion of the fee will be refunded to the Client. Seven Springs Wealth Group will impose no start-up, closing, or penalty fees in connection with the establishment of a client's account. Assets in education 529 savings plans and charitable donor advised funds will not be included in the calculation of assets under management.

Separate Account Managers:

Client's fee to a separate account manager will not exceed 1% per annum. Management fees are automatically deducted from the client's account, are separate from fees charged by Seven Springs Wealth Group, LLC, and are billed either in advance or in arrears – See the SAM application and disclosure form for more information.

SSWG Voyage Portfolio:

Client's fee specific to the SSWG Voyage Portfolio separate account will not exceed 0.45% per annum. Management fees are automatically deducted from Client's account. SSWG Voyage Portfolio fees are in addition to Ongoing Financial Planning and Investment Advisory Services Fee described above. See Schedule F and Subadviser disclosure form for more information.

Commissions:

Adviser may receive commissions in lieu of advisory fees for insurance products (i.e., life, disability, or long term care insurance, fixed deferred or single premium immediate annuities) or in lieu of first thirty-six month's advisory fees for variable annuities or variable life insurance.

Initial: _____

Initial: _____

Signature page to follow

CLIENTS

**SEVEN SPRINGS WEALTH
GROUP, LLC.**

Date: _____

Date: _____

Date: _____

Date: _____

Jeremy Hutzel, President