

## WEALTH MANAGEMENT SERVICES AGREEMENT

This Agreement is entered into by **George Papadopoulos** (hereinafter referred to as the “**Adviser**”) and \_\_\_\_\_ (“hereinafter referred to as the “**Client**”). In consideration of the mutual benefits to be derived from this Agreement, it is understood and agreed as follows:

### **SERVICES:**

Based upon information furnished by Client, George Papadopoulos will provide the following:

#### **Wealth Management Services**

George Papadopoulos coordinates and assists with the implementation of personalized investment planning for individual clients. An initial interview and data-gathering process is completed to determine the Client’s needs, goals, time horizon and risk tolerance. Client will receive an individualized investment plan that includes analysis and recommendations. Client will also receive recommendations and implementation plans for specific investment strategies.

Wealth Management services include: selection, implementation and on-going management of portfolios. Investments may include short-term instruments (i.e., money market funds, CD’s, T-bills), stocks, bonds, mutual funds or other investment vehicles. George Papadopoulos provides limited discretionary management services with the proper authorization whereby he will implement recommendations and make investment changes within the approved investment selections.

Wealth Management Clients also receive ongoing and unlimited Financial Planning advice on issues such as cash management, risk management, education funding, retirement planning, estate planning and tax planning.

The underlying assets of the Client portfolio are generally monitored daily. George Papadopoulos will provide Client with annual investment performance reports. Clients receive standard account statements from brokerage firms monthly and as transactions may occur. Client is responsible for ensuring financial services providers send George Papadopoulos copies of all account transaction statements. Wealth Management Clients also receive a 1040 Income Tax Return prepared by George Papadopoulos.

### **SERVICES NOT PROVIDED:**

George Papadopoulos will only provide Wealth Management Advisory Services as outlined above. The Adviser does not provide custody of assets or securities, accounting (other than preparation of Form 1040) or legal advice.

### **TRADING AUTHORIZATION:**

Client hereby grants George Papadopoulos limited discretionary trading authority (Limited power of attorney) within the approved client investment objectives, to include the securities to be bought and sold, and the amount of securities to be bought and sold. George Papadopoulos does not have full power of attorney and will not have authority to withdraw funds or take custody of Clients’ funds or securities. Client may make deposits/withdrawals from his/her account anytime. Client should notify George Papadopoulos of each withdrawal or deposit before they occur.

**CLIENT RESPONSIBILITIES:**

Client recognizes that the value and usefulness of the advisory services provided by George Papadopoulos will be dependent upon information he/she provides and upon his/her active participation in the formulation of investment objectives. Client will go through a comprehensive process to provide detailed information to George Papadopoulos. Client will also provide copies of documents (such as existing account statements) as George Papadopoulos reasonably requests in order to permit complete evaluation and implementation of Wealth Management decisions. During the course of the engagement, Client is obligated to immediately notify George Papadopoulos of any changes in the Client's personal and financial situation. Client must also notify George Papadopoulos of any deposits or withdrawals made to the Client's account(s). We request this contact be made so we are always working with the most current information in order to provide investment advisory services that continually meet the Client's needs and objectives.

**CLIENT AUTHORITY:**

If the Client is not a natural person, the Client represents and confirms the Adviser's engagement, pursuant to the terms of this Agreement, is authorized by the governing documents relating to the Client and that the terms of this Agreement do not violate any obligations by which the Client is bound. The Client agrees to deliver all forms, corporate resolutions or similar documentation evidencing the undersigned's authority to execute and deliver this Agreement. The Client also agrees to deliver such organizational documents and other documents, as the Adviser shall reasonably require. The Client further agrees to promptly deliver all amendments or supplements to the foregoing documents, and agrees that the Adviser is not liable for any losses, costs or claims suffered or arising out of the Client's failure to provide the Adviser with any documents required to be furnished hereunder. The Client warrants and represents that it owns all property deposited in the Account(s) and that no restriction on disposition exist to any such property.

**TERM:**

Client has the right to either a) Receive the Adviser's ADV Part 2 at least 48 hours prior to entering into the Agreement or b) The Client has the right to terminate the Agreement without penalty within five business days of entering into the Agreement if the Client receives ADV Part 2 at the time of signing the Agreement. The Client can otherwise terminate the Agreement at anytime thereafter upon receipt of written notice. If the termination occurs prior to the end of a calendar quarter, a pro-rata refund of the unearned advisory fees will be made to the Client. The Adviser reserves the right to terminate this Agreement at his discretion upon written notice.

**COMPENSATION:**

Fees for **Wealth Management Services** are computed as a percentage of assets under management based on the following tiered schedule:

Account Asset Value	Annualized Fee
First \$1,000,000	0.85%
Between \$1 Million and \$2 Million	0.55%
Between \$2 Million and \$5 Million	0.40%
Over \$5 Million	0.25%

Client accounts are aggregated before performing the calculation.

George Papadopoulos requires a minimum \$750 quarterly fee and a minimum portfolio size of \$400,000 or annual income of \$150,000 for **Wealth Management Services**. The minimum portfolio requirement may be waived for portfolios slightly below the minimum for special circumstances such as a pre-existing relationship or if the portfolio is expected to reach the minimum size within 12 months, or at the discretion of the Adviser.

Advisory fees may be modified at the discretion of the Adviser when special conditions or complexities exist and the fee is agreed upon at the time of engagement. Fees are payable quarterly in advance. The first payment is due and payable upon execution of the Agreement, and will be assessed pro-rata in the event the Agreement is executed other than the first day of the new calendar quarter. Subsequent payments are due and will be assessed on the first day of each calendar quarter based on the value of the portfolio as of the last day of the previous calendar quarter.

The Wealth Management fee includes the preparation of the 1040 Income Tax Return. The preparation of the 1040 Income Tax Return is a value-added service and therefore does not increase the advisory fees if the tax preparation service is used nor does the advisory fee decrease if the service is not utilized. Client does not qualify for any type of refund if the service is not utilized. Clients are advised that George Papadopoulos does not provide other accounting services unless engaged under separate agreement. The Adviser does not provide legal advice nor prepare any legal documents for the implementation of Client's plan. Client understands the need to secure the assistance of their personal legal counsel when the need for these services arises.

**FEE PAYMENT AUTHORIZATION: (Client Initial) \_\_\_\_\_**

The payment of **Wealth Management** fees may be made, after Client consents, through a debit directly to the Client's account by the custodian holding the Client's fund or securities. The Client understands the following criteria must be met in accordance with the Michigan Uniform Securities Act when payment is made by the custodian:

- 1) The Client provides written authorization permitting the fees to be paid directly from the Client's account held by the independent custodian and the authorization is limited to withdrawing contractually agreed upon investment advisor fees;
- 2) The Adviser must notify the Client, in writing by at least first class mail not less than 7 days prior to the proposed date of withdrawal of the exact amount of the proposed withdrawal and the specific manner or basis on which the fee has been calculated and such notice shall advise the Client of the opportunity to object to the invoiced amount and the manner in which the objection shall be made;
- 3) The frequency of the withdrawal shall be specified in the written authorization/agreement;
- 4) The custodian of the account shall be advised in writing of the limitation of the Adviser's access to the account;
- 5) The custodian agrees to send to the Client, a statement, at least quarterly, indicating all amounts disbursed from the account, including the amount of advisory fees paid directly to the Adviser;
- 6) The Client shall be able to terminate the written billing authorization or agreement at any time.

George Papadopoulos shall not be compensated on the basis of a share of capital gains or capital appreciation of any portion of the funds of Client.

The fees set forth are for financial analysis and investment advisory services only and do not include any other professional services that may be required by Client to implement the recommendations made by George Papadopoulos. George Papadopoulos will not be responsible for the acts or

omissions or insolvency of any other agent, broker or independent contractor selected to take any action or to negotiate or consummate any transaction for Client's account. Nothing herein shall constitute a waiver of any of the client's rights under Federal or state securities laws.

**CONFIDENTIALITY:**

All information and advice furnished by Client to George Papadopoulos, including the Firm's Associated Persons, shall be treated as confidential and shall not be disclosed to third parties, except as permitted by Client with written authorization.

**DISCLOSURE STATEMENTS:**

George Papadopoulos is an Investment Adviser registered with the Michigan Office of Financial and Insurance Regulation. George Papadopoulos is a fee-only Investment Adviser, and as such does not accept commissions, fees or other compensation for the implementation of portfolios.

George Papadopoulos is a Certified Public Accountant. Wealth Management Clients qualify for the preparation of the 1040 Income Tax Form. If Clients desire any other tax-related documents or services these services may be secured under separate agreement. Clients are under no obligation to utilize the CPA services offered by George Papadopoulos.

**BASIS OF ADVICE:**

Client acknowledges that the Adviser obtains information from a wide variety of publicly available sources. The Adviser does not have, nor does it claim to have sources of inside or private information. The recommendations developed by George Papadopoulos are based upon the professional judgment of George Papadopoulos and the Adviser cannot guarantee the results of any recommendations. Client at all times shall elect unilaterally to follow or ignore completely, or in part, any information, recommendation, or advice given by the Adviser under this Agreement.

**LIMITATION OF LIABILITY:**

Client understands that risks are inherent in any investment and that some investment decisions will result in profits and others in losses. Client further understands that there is no guarantee that Client's investment objectives will be achieved. George Papadopoulos cannot assure a net profit, but only can give its best judgment to help achieve Client's investment goals.

George Papadopoulos shall not be liable for any loss incurred with regard to the Client's account, except where the loss directly results from such party's negligence or misconduct. Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which Client may have under federal or state securities laws.

**MEDIATION:**

George Papadopoulos is committed to providing excellent service to Clients. It is George Papadopoulos' goal to ensure that Clients have an opportunity to clearly communicate their needs in addition to any other material facts the Adviser might need to consider in order to analyze their situation. The Adviser believes open communications is the key to a successful investment advisory relationship. If at any time, you feel George Papadopoulos is not meeting your expectations, or worse, has done something that is upsetting to you, you agree to contact George Papadopoulos first, so he has a chance to take corrective action. Although George Papadopoulos cannot promise or guarantee any investment results, The Adviser is committed to quality customer service. If George Papadopoulos is unable to resolve your concerns, we agree to attempt to resolve any conflicts in

Mediation before resorting to any other forum. Nevertheless, nothing stated herein shall constitute a waiver of any rights you may have under federal or state securities laws.

**NON-EXCLUSIVE ADVISORY SERVICES:**

It is understood that George Papadopoulos performs investment advisory services for various clients. The Client agrees that George Papadopoulos may give advice and take action with respect to any of its other clients which may differ from advice given to the Client. Nothing in this Agreement shall limit or restrict George Papadopoulos from rendering investment advisory services to any other person or firm, or to engage in any other business activities so long as this Agreement or any extension, renewal or amendment hereof shall remain in effect, or until the Adviser shall otherwise consent. George Papadopoulos will not have any obligation to recommend for purchase or sale, for the Portfolio, any security or other asset which the Adviser may purchase, hold or sell for its own accounts or for the accounts of any other clients of the Adviser.

**OTHER AGREEMENTS:**

The Client acknowledges that nothing contained in this Agreement violates the terms and conditions of any other agreements to which Client may be bound.

**CONFLICTS AMONG CLIENTS / SPOUSES:**

Where George Papadopoulos provides services to two or more individuals (example: husband and wife), recommendations will be based on the specific goals stated by the Clients, and will assume that the relationship between the individuals will continue.

**SEVERABILITY:**

Each section of this Agreement and every provision therein shall be severable from every other section of this Agreement and any and every provision thereof, and the invalidity or enforceability of any section of provision shall not affect the validity of any other section of provision of this Agreement.

**MISCELLANEOUS PROVISIONS:**

This Agreement shall be governed by the laws of the State of Michigan and certain relevant provisions of the Securities and Exchange Commission's Investment Advisers Act of 1940.

The Agreement shall inure to benefit any successor of George Papadopoulos and shall be binding upon the successors and assigns of Client. George Papadopoulos shall not assign this Agreement without the written consent of the Client.

This Agreement shall not become effective until acceptance by George Papadopoulos as evidenced by the signature of an authorized representative below. No modification or amendment to this Agreement shall be effective unless made in writing and signed by Client and an authorized representative of George Papadopoulos.

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

Unless otherwise specified herein, all notices, instructions or any other contemplated by this Agreement shall be deemed to be duly given when received in writing by George Papadopoulos at 39555 Orchard Hill Place, Suite 600 Novi, MI 48375.

**CLIENT HEREBY ACKNOWLEDGES RECEIPT OF GEORGE PAPADOPOULOS' FORM ADV  
PART II ON \_\_\_\_\_ (Date Received).**

Dated: \_\_\_\_\_ Client: \_\_\_\_\_

Dated: \_\_\_\_\_ Client: \_\_\_\_\_

Client's Official Address:

\_\_\_\_\_

\_\_\_\_\_

**Accepted by George Papadopoulos**

Dated: \_\_\_\_\_ Adviser: \_\_\_\_\_