

## FINANCIAL PLANNING 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:

#### **Financial Planning Services**

The Adviser will gather and analyze data concerning the Client's goals, cash flow and debts, investments, insurance, estate issues, tax situation, employee benefits, risk tolerance, time horizon and personal preferences in addition to any other data the Client wishes to include that is deemed pertinent to the financial planning process.

This information is gathered through in-depth personal interviews designed to elicit the Client's current financial status, family obligations, future goals and attitudes toward risk. Related documents supplied by the client are carefully reviewed, along with a questionnaire completed by the Client.

The Adviser then helps the Client set realistic goals, identify key financial issues concerning those goals and prepare a list of recommendations and alternative strategies for achieving those goals. Each strategy will be recommended in the context of other strategies to achieve the optimum overall results.

Implementation of the Adviser's recommendations and alternative strategies comes next. The last step in the Financial Planning Process is to periodically review and, if necessary, revise the plan. These final two steps of the Financial Planning Process are part of our Wealth Management Services under are available in a separate engagement.

As a part of the **Financial Planning** engagement the Adviser will help the Client design and construct an initial investment portfolio consistent with Client's financial constraints, objectives, time horizon, risk tolerance and prevailing economic conditions.

Financial Planning Services can be focused or comprehensive in nature and determined at the time of engagement.

### **TRADING AUTHORIZATION:**

Client understands that under this Financial Planning Agreement, George Papadopoulos does not have the authority to execute transactions in the Client's accounts or have authority to withdraw funds or to take custody of Clients' funds or securities. Clients are responsible for securing service providers (broker/dealers, custodians or insurance companies) although George Papadopoulos can provide suggestions and helpful information.

### **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 portfolio 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 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 document 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. Clients may terminate the engagement anytime thereafter and will only incur a fee due based upon time incurred by the Adviser prior to termination at the rate of \$200 per hour. George Papadopoulos reserves the right to terminate this Agreement at his discretion upon written notice. This Agreement otherwise terminates upon the delivery of services.

**COMPENSATION:**

Fees for Financial Planning Services are provided on a flat rate, per engagement basis. The fee for this engagement will be: \_\_\_\_\_. A retainer equal to 1/2 the project fee is due upon execution of the Agreement with balance due upon delivery of plan. In the event of termination, the Adviser will refund the prepaid fee, less hourly fee for time incurred by the Adviser prior to termination.

If Client circumstances or objectives change during the course of our engagement, such that new information must be reviewed and incorporated into the recommendation, there may be an additional charge. If there is a substantial change in the course of the project, The Adviser may require an amended Advisory Agreement.

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. Clients are advised that George Papadopoulos will not provide accounting or legal advice nor prepare any accounting or legal documents for the implementation of Client's plan. 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.

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

**SERVICES NOT PROVIDED:**

George Papadopoulos only provides Financial Planning services and Investment Advisory Services. The Adviser does not provide custody of assets or securities, discretionary investment management services, accounting, or legal advice. George Papadopoulos may recommend securities, broker/dealers and custodians during the course of our engagement. It is the Client's responsibility to implement any and all recommendations.

**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 the Client.

**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. Clients are under no obligation to utilize the CPA services offered by the Adviser, but if desired may do so under separate agreement.

**BASIS OF ADVICE:**

Client acknowledges that George Papadopoulos obtains information from a wide variety of publicly available sources. George Papadopoulos 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 Firm 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 George Papadopoulos under this Agreement.

**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.

**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 our 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. George Papadopoulos believes open communications is the key to a successful investment advisory relationship. If at any time, you feel the Adviser 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, we are 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.

**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 & 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.

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 2 on \_\_\_\_\_(Date Received).**

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

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

Client's Official Address:

\_\_\_\_\_

\_\_\_\_\_

**Accepted by George Papadopoulos**

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