

# ***Florian Financial Group LLC***

**Registered Investment Advisor**

**Robert M. Florian, CFP<sup>®</sup>, CLU<sup>®</sup>, CPA**

## **Financial Planning**

## **Agreement and Disclosures**

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# ***Florian Financial Group LLC***

## **Financial Planning Agreement and Disclosures**

This Agreement (the “Agreement”) is entered into among \_\_\_\_\_ (“Client”) and Florian Financial Group LLC (“Planner”), a registered investment adviser.

**Financial Planning Services.** Client has retained Planner to prepare a written financial plan based on Client’s individual financial needs and circumstances as relayed to Adviser by Client from time to time, which may include, without limitation, via questionnaires, correspondences, conversations and other modes of communication (collectively, “Client Disclosures”). Client authorizes Planner to enter into such agreements and make such representations as may be necessary or proper in connection with the performance of its duties under this Agreement. Because the financial plan will be based on the information that Client provides to Planner, the completeness and accuracy of the information provided in the Client Disclosures is very important. Once Client has received the written financial plan, Client will have the sole responsibility for determining whether to implement the recommendations contained therein.

As an additional service, Client may choose to have Planner review and update the financial plan periodically to adjust it for changes in Client’s financial situation or investment objectives. At that time, Client will need to update the Client Disclosures. Please indicate by initialing one of the options below whether Client would like Planner to provide update and review services.

\_\_\_\_\_ The financial plan should be reviewed and updated as necessary, but in any event at least: (select one) annually, bi-annually.

\_\_\_\_\_ The financial plan should not be reviewed and updated.

**Fees.** The fees for Planner’s services are set forth below. Please initial one of the options below to select a fee arrangement.

\_\_\_\_\_ Planner agrees to charge a fee of \$\_\_\_\_\_ for preparation of an initial financial plan. Planner agrees to charge an additional fee of \$\_\_\_\_\_ each time the financial plan is reviewed and updated.

\_\_\_\_\_ Planner agrees to charge fees on an hourly basis at a rate of \$ \_\_\_\_\_ per hour for preparation of an initial financial plan. Planner will charge fees at the same hourly rate for reviewing and updating the financial plan.

Client has paid a deposit of \$\_\_\_\_\_ (not more than \$800) and agrees to pay the balance upon completion and presentation of the plan.

**Non-Exclusive Relationship.** Client acknowledges and agrees that Planner may provide services to other clients and receive fees for such services. The advice given and the actions taken

with respect to such clients and Planner's own account may differ from advice given with respect to Client.

**Risk.** Client recognizes that the financial plan described in this Agreement involves Planner's judgment and that Planner's views regarding the economy and the securities markets, like all predictions of future events, cannot be guaranteed to be accurate. Client represents that no party to this Agreement has made any guarantee, either oral or written, that Client's objectives will be achieved. Planner will not be liable for any action performed or omitted to be performed or for any errors of judgment or mistake in preparing the financial plan, in the absence of malfeasance, gross negligence, or violation of applicable law. Nothing in this Agreement shall constitute a waiver of limitation of any rights that Client may have under applicable state or federal law, including, without limitation, the state and federal securities laws.

**Reliance on Information.** Client understands that Planner, in the performance of its obligations and duties under the Agreement, is entitled to rely upon the accuracy of information furnished by Client or on its behalf, without further investigation.

**Conflicts of Interest.** Client agrees that Planner may refrain from rendering any advice or services concerning securities of companies of which any of Planner, its officers, directors or employees or any of Planner's affiliates, may have substantial economic interest, until Planner is able to fully disclose any conflicts of interest to Client.

**Privacy and Data Security.** The information Client provides to Planner, including personal information, is subject to the terms of the Planner Privacy Policy, as may be amended from time to time. By entering into this Agreement, Client consents to Planner recording and/or monitoring telephone calls and electronic communications with representatives and associated persons of Planner without further notice. Client expressly authorizes Planner representatives or associated persons to contact Client for purposes of evaluating the offering of advisory services, and other products and services by calling, writing, or e-mailing at the telephone number(s), mailing address(es), and/or e-mail address(es) Client provides to Planner, including any additional or updated telephone numbers, mailing addresses, or e-mail addresses. The authorization in the preceding sentence will remain in effect unless and until Client specifically revokes it by notifying Planner representatives or associated persons.

**Notice.** Any notice or other communication required or permitted to be given pursuant to this Agreement shall be deemed to have been duly given when delivered in person, or sent by telecopy, sent by overnight courier, or three days after mailing by registered mail (postage prepaid). All notices or communications to Planner should be sent to Planner's main address. All notices or communications to Client will be sent to the address contained in the Client Disclosures.

**Disclosure Document.** Client acknowledges receipt of Planner's Part 2A of Form ADV: Firm Brochure, Part 2B of Form ADV: Brochure Supplement and Form CRS: Customer Relationship Summary. Client has the right to terminate this Agreement without penalty within five business days after entering into the Agreement. Client acknowledges and agrees that Planner may deliver forms electronically, including Part 2A of Form ADV: Firm Brochure, Part 2B of Form ADV: Brochure Supplement and Form CRS: Customer Relationship Summary.

**Representations.** Planner represents that it is registered as an investment adviser under the Investment Advisers Act of 1940 and is authorized and empowered to enter into this Agreement. Client represents that he or she is authorized and empowered to enter into this Agreement.

**Term and Termination.** Other than as specifically set forth herein, either party may terminate this Agreement upon thirty (30) days advance written notice to the other party; provided that, Client, on the one hand, and Planner, on the other, shall have the right to terminate this at any time without notice if the other party becomes insolvent or makes an assignment (as such term is interpreted under the Investment Adviser's Act) of this Agreement without the other party's consent. In the event of any termination of this Agreement, any fees payable to Planner shall be prorated through the effective date of such termination and the obligation of Client for payment of such fees shall continue following such termination. Upon the effective date of termination, Planner will have no further obligation under this Agreement to advise Client with respect to any services to be provided pursuant to this Agreement. Notwithstanding the foregoing, if Client terminates this Agreement within five business days of its signing, Client will receive a full refund of all fees and expenses.

**Successors and Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. This Agreement cannot be assigned or transferred in any manner by any party without the written consent of all parties receiving or rendering services under the Agreement.

**Counterparts; Facsimile or Email Signatures.** This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. Delivery by a party of executed counterparts of this Agreement by facsimile, portable data file or PDF or other electronic means shall constitute execution and delivery of such counterpart to the same extent as if such counterpart were executed and delivered personally by such party.

**Severability.** If any provision of this Agreement shall be held invalid, illegal or unenforceable in any jurisdiction, such provision shall be ineffective to the extent of such invalidity, illegality or unenforceability, and the validity, legality or enforceability of the other provisions hereof shall not be affected thereby.

**Amendments.** Planner shall have the right to amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Any such amendment shall be effective 30 days after Planner has notified Client in writing of any change or such later date as is established by Planner.

**Arbitration.** Any dispute or controversy arising under or in connection with this Agreement shall be resolved by binding arbitration. The arbitration shall be held in the City of Buffalo, New York and, except to the extent inconsistent with this Agreement, shall be conducted in accordance with the rules of the American Arbitration Association for the arbitration of commercial disputes then in effect at the time of the arbitration, and otherwise in accordance with

principles which would be applied by a court of law or equity. The arbitrator shall be acceptable to both parties to the arbitration proceeding. If the parties cannot agree on an acceptable arbitrator, the dispute shall be heard by a panel of three arbitrators one appointed by each of the parties and the third appointed by the other two arbitrators. Any expense of arbitration shall be borne by the party who incurs such expense and joint expenses shall be shared equally. The parties hereto hereby waive, to the fullest extent permitted by applicable law, any objection which it or they may now or hereafter have to such jurisdiction and any defense of inconvenient forum.

**Headings.** The headings of the sections of this Agreement are for convenience of reference only and shall not in any way affect the meaning or interpretation of this Agreement.

**Effective Date.** This Agreement shall be effective on the date set forth opposite the signature of Client below.

**Governing Law.** Except as otherwise preempted by any federal laws, this Agreement and the rights and obligations of the parties hereunder shall be governed by the internal laws of the State of New York, without reference to its conflicts of laws principles.

**Entire Agreement.** This Agreement contains the entire agreement of the parties relating to the matters addressed herein, superseding any and all prior agreements, whether written or oral.

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Please sign last page where indicated.

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Client Signature

FLORIAN FINANCIAL GROUP LLC

\_\_\_\_\_

\_\_\_\_\_

Name (Print)

Name (Print)

\_\_\_\_\_

\_\_\_\_\_

Title

\_\_\_\_\_

Client Signature

\_\_\_\_\_

Name (Print)

\_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_