

**SUNDVOLD FINANCIAL**  
**A REGISTERED INVESTMENT ADVISORY FIRM**  
**ADVISORY SERVICES AGREEMENT – PLANNING & IMPLEMENTATION**

THIS ADVISORY SERVICES AGREEMENT is between **SUNDVOLD FINANCIAL (we or us)** and \_\_\_\_\_ **(you)** and is dated as of the date **executed by Sundvold Financial**. Sundvold Financial is registered with the Securities and Exchange Commission under the Investment Advisors Act of 1940 and you wish to retain us to act as your investment advisor for various accounts in accordance with the terms and conditions of this Agreement.

Sundvold Financial, A Registered Investment Advisory Firm has a fiduciary responsibility to provide suitable recommendations to every advisory client. To properly establish your current financial position, Sundvold Financial must obtain all relevant financial information such as income, financial obligations, investments, insurance, and other assets. To further define your needs, goals, and objectives, other factors which need to be discussed are investment experience, age, health, marital status, and other considerations which will have a direct effect on the nature of the final recommendations made by the representative(s) of Sundvold Financial.

Whereas, Sundvold Financial is in the business of providing fee-based financial planning services (Sundvold Financial does not engage in any commission investment business); and whereas, you desire Sundvold Financial to provide these services to you, this Agreement sets forth responsibilities of the parties with regard to the investment, planning, and management services to be provided by Sundvold Financial.

**SUNDVOLD FINANCIAL RESPONSIBILITIES:**

(1) We will give you the benefit of our continuing study of economic conditions, security markets, and other investment and planning issues. On the basis of these studies, we shall provide advice from time to time regarding the allocation and investments of your assets including money market accounts, CDs, municipal and government securities, unit investment trusts, REITs, stock & bond mutual funds & ETF's, annuities, limited partnerships, insurance investments, planning strategies, and other investments introduced in the future. Generally, advice on specific stocks will not be given.

(2) We agree to keep confidential all information received from you and your advisors pertaining to your financial affairs except as otherwise required by law. The firm, as part of its services, may consult with attorneys or other professionals regarding the client's financial affairs. You agree to the disclosure of any information Sundvold Financial deems appropriate for carrying out the objectives of the advisory agreement.

(3) Based upon stated goals and objectives provided to us by you, and upon our analysis of the information supplied, we will make specific recommendations concerning generic products, services, and/or strategies which we believe will best assist you in attaining your goals and objectives. Based upon the data supplied by you, we will review and evaluate your stated investment and financial situation, and based on those observations, provide implementation strategies which we believe will assist you in attaining your stated goals. Additionally, we will be reviewing those plans, strategies, and investments with you, at minimum annually, and in certain situations semiannually; generally we will

also include either a semi-annual or quarterly implementation calls in between each progress report meeting. Your portfolio and the progress of your investment plan will be reviewed on a regular basis. You will be advised promptly of any changes in the investment allocation recommendations. Additionally, you will be advised if the evaluation of investment advisory firms indicates that a change in investment management vehicles is appropriate for you.

(4) We will periodically provide you with a statement setting forth the funds and securities, which constitute your managed assets at the end of each period. You shall in addition receive directly from all corresponding brokers, banks, mutual funds, partnership sponsors and/or insurance companies which hold your accounts, a statement reflecting your investment(s) in their custody. In addition you will have access to your account via the internet.

(5) We will, after consulting with you, recommend that you maintain and/or establish, in your name, accounts into which you shall deposit funds and/or securities, which shall be referred to as "managed assets."

#### **CLIENT RESPONSIBILITIES:**

(6) You agree to cooperate in the preparation of your plan by providing relevant documentation which may be required by us, and you hereby authorize us, in appropriate circumstances, to contact your other advisors. You acknowledge that the accuracy and usefulness of our analysis depends upon the information you provide us.

(7) Throughout the planning process, you are entirely at liberty either to follow or disregard, wholly or in part, the information, recommendations and advice given by us. Additionally, you, in your sole discretion, shall make and be responsible for all decisions and implementation relating to the advice given. (We will make every reasonable effort to provide as much of the implementation of your plan as is possible for us to complete, while you will give attention to the areas you alone can implement.) You acknowledge that implementation provides the greatest probability of reaching the desired results. Please note that the recommendations made by us may be interrelated; therefore, if only part of the policy recommendations are carried out, your objectives may not be fulfilled or could have unintended disadvantaged results. In this regard, you are encouraged to consult with your other advisors in their respective areas of expertise. You are free to consult any tax, legal, or insurance advisor regarding implementation of your plan.

(8) We will charge investment management fees which will be agreed to in advance of the implementation. These fees are not a commission, but a percentage of the assets invested (see fee schedule and client specifics on the following pages for negotiated fees). In addition, you will have normal internal expenses through your investment program that are paid out of your account. Where applicable, any managed asset fees will be deducted from any annual planning fee minimums.

(9) You may at any time increase or decrease your managed assets, however, you may be subject to account minimums. Your managed assets will, at all times, be held solely in your name and will require your authorization for withdrawal.

(10) In accordance with the documents executed at third party providers, you will grant to us the limited discretionary power, authority to make exchanges and transfers of your managed assets, and authority to bill our fee to your account. In certain circumstances, you may pay fees "out of pocket" directly to Sundvold Financial.

(11) You shall pay Sundvold Financial for its services a quarterly fee based upon the market value of your managed assets, in accordance with Sundvold Financial current fee schedule (attached). Fees are due in advance and billing commences with the beginning of the quarter of the contract date (assets delivered in the middle of a quarter, are subject to fees that are prorated based on the number of days remaining in the quarter). Fees may be subject to a minimum in accordance with the schedule. You may arrange to have fees deducted from an appropriate account. In certain situations, an annual financial planning fee may apply. Any planning fees will be disclosed prior to engagement of services.

(12) While a client of Sundvold Financial, you agree to meet with us a minimum of annually and in certain cases, semi-annually for progress reporting, updating us on changes in your situation, and for the purpose of monitoring and adjusting your goals, objectives, strategies, and investments in order to promote the highest probability of achieving your desired results.

(13) You understand that the past performance of investments recommended by Sundvold Financial should not be construed as an indication of future results, may prove to be better or worse than the past. We make no promises, representations or warranties that any of our services will result in a profit to you.

#### **MISCELLANEOUS ISSUES:**

(14) Sundvold Financial, a Registered Investment Advisory Firm is an Investment Advisor registered with the Securities Exchange Commission and the applicable states where it conducts business. As an Investment Advisor, Sundvold Financial provides investment services and financial advice to clients which are strictly advisory in nature. All recommendations made by Sundvold Financial and its representatives are based solely on matters of judgment and are not a guarantee and cannot be construed as such.

(15) Sundvold Financial also operates as an independent insurance agent representing numerous companies; they may offer insurance products of these various companies and receive commissions as a result of such purchases. A conflict of interest may exist when the representative of Sundvold Financial recommends that a client purchase an insurance product which results in compensations being paid to them as an independent insurance agent. Clients are free to purchase insurance from other firms, if they deem that in their best interest.

(16) We may rely on information furnished to us which is reasonably believed to be accurate and reliable, and we shall only be held liable for losses suffered by you caused by our negligence, misconduct or unlawful acts. You agree to indemnify and hold us harmless from any loss or liability, including attorneys' fees and other expenses, arising from compliance with the terms of this Agreement or compliance with instructions given to us unless caused by our negligence or misconduct. This clause is not intended to take away any rights from you as promulgated under Federal Securities Laws.

(17) You understand that no associates of Sundvold Financial are practicing attorneys. Likewise, you should rely on a tax professional for all tax advice and tax preparation. You agree that your personal attorney/accountant will be solely responsible for the rendering and/or preparation of all the following:

Legal Advice	Legal Opinions and Documents
Accounting Advice	Accounting Opinions and Documents

(18) Should the client(s) become married or divorced while under this agreement, Sundvold Financial reserves the right to charge an hourly rate of **\$125** to handle the division & transition of assets along with any other related responsibilities. The client acknowledges this is a time consuming process that is outside of the normal scope of the covered annual planning process. The Client also gives permission to Sundvold Financial to bill their investment account(s) for any fees incurred if the client has not paid for said fees within 30 days of billing. Client Initials: \_\_\_\_\_ & \_\_\_\_\_

(19) Should the client(s) change and modify their legal plan while under this agreement, Sundvold Financial reserves the right to charge an hourly rate of **\$125** to handle the paperwork necessary to update the ownership and beneficiary arrangements. The client acknowledges this is a time consuming process that is outside of the normal scope of the covered annual planning process. The Client also gives permission to Sundvold Financial to bill their investment account(s) for any fees incurred if the client has not paid for said fees within 30 days of billing. Client Initials: \_\_\_\_\_ & \_\_\_\_\_

(20) Any controversy arising out of the execution of Agreement or breach thereof shall be submitted to and settled by arbitration pursuant to the rules, then in effect, of the American Arbitration Association or the National Association of Securities Dealers, Inc. The choice of Associations will be yours. If you do not elect to submit to arbitration within five days after we request that you make such election, then we may make such election. All parties shall be conclusively bound by such arbitration. This clause is not intended to take away any rights from you as promulgated under Federal Security Laws.

(21) This agreement may be modified upon such terms as may be mutually agreed upon in writing with thirty days notice. This Agreement may be terminated without penalty upon thirty days written notice by either party. If termination occurs prior to the end of a quarter, fees will be prorated in an amount equal to the portion of the fee attributable to the services not provided. This agreement will not be assigned by either party without the written consent of the other party. You have the unconditional right to cancel this agreement within five business days after you sign it, and to receive a complete refund of any fee actually paid. Thereafter, you will have the right to cancel this agreement at any time prior to the policy presentation. If such notice of cancellation is given after five business days, fees are refundable for any portion of advanced fees attributable to services not performed prior to termination of the agreement.

(22) We will have the right to cancel this agreement if we do not receive the documents or other required information you have agreed to supply within thirty days of our written request for such information. In such cases, we may retain a portion of the policy fee previously paid to compensate the firm for administrative and managerial services performed.

(23) If this Agreement is established by the undersigned in a fiduciary capacity, you hereby certify that (i) all beneficial interests in the estate, trust, or other account for which you are acting as such fiduciary are owned by the individuals or by non-profit organizations, and (ii) the undersigned is legally empowered to

enter into or perform this Agreement in such capacity. If this Agreement is established by a corporation, the undersigned certifies that the Agreement has been duly authorized, executed and delivered on behalf of such corporation and that attached to this Agreement is a validly certified copy of a resolution of the Board of Directors of the corporation to that effect and authorizing the appropriate officers of the corporation to act on its behalf in connection with this Agreement.

(24) This Agreement shall be governed by the laws of Missouri. This Agreement contains all the understanding of the parties as to this engagement. Any applicable notices shall be delivered to the client address referenced in this document. Sundvold Financial does not exercise any voting authority over client proxies.

**SERVICES & FEES**

Services covered in this agreement may include one or more of the following as checked below:

\_\_\_\_\_ A. Financial Planning and Advisory Services:

\_\_\_\_\_ 1. Collection of Client Profile Data that will allow Sundvold Financial to review the Client's present financial situation and prepare a written Financial Plan specific to the Client's personal planning goals and objectives in the area(s) of:

- \_\_\_\_\_ Asset Allocation
- \_\_\_\_\_ Business Retirement Planning
- \_\_\_\_\_ Education Funding
- \_\_\_\_\_ Estate Planning
- \_\_\_\_\_ Financial Statement and Portfolio Review
- \_\_\_\_\_ Insurance Profiles/Analysis
- \_\_\_\_\_ Retirement Planning/Analysis
- \_\_\_\_\_ Client Specific Goal Planning
- \_\_\_\_\_ Other Miscellaneous Planning (specifically:) \_\_\_\_\_

Fee for Services under Section A(1): \$ \_\_\_\_\_

\_\_\_\_\_ 2. Prepare a written update of the Financial Plan previously prepared by Sundvold Financial for the Client. Unless the Client has requested such an update in writing, Sundvold Financial will be under no obligation or have any responsibility to provide any such update.

Fee for Services under Section A(2): \$ \_\_\_\_\_

\_\_\_\_\_ B. Ongoing Planning & Investment Supervisory Services – management of Portfolio Assets, Implementation, & Accountability:

Fee for Services under Section B: \_\_\_\_\_%. Subject to a minimum fee of \$ \_\_\_\_\_

Additional Specifications & Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNATURES & ACKNOWLEDGEMENTS**

You certify that the Social Security Number (Tax Identification Number) set forth below is correct and that you are not subject to "backup withholding" under section 340(a)(1)(C) of the Internal Revenue Code or any successor provision. You are a citizen of the United States.

**Client Name:** \_\_\_\_\_ **Client Name:** \_\_\_\_\_

**Social Security # :** \_\_\_\_\_ **Social Security # :** \_\_\_\_\_

**Your legal residence is:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip** \_\_\_\_\_

By signing this agreement you acknowledge:

- That you have received Part II of Sundvold Financial Form ADV Registration Application, which provides disclosures regarding Sundvold Financial’s background and business practices as an Investment Advisor under the Investment Advisors Act of 1940, or its equivalent.
- Having received Sundvold Financial’s Privacy Policy Statement.
- Your desire to engage Sundvold Financial to perform the services indicated herein, agree to the terms listed herein, and agree to the schedule of fees indicated herein.
- You understand that successful investing and planning requires time and you agree to give the planning time to work. You also understand that there will be periodic adjustments to the allocation and investment management recommendations, and you acknowledge that it is important to follow the advice and recommendations in order to meet your objectives.

By signing this agreement we acknowledge our fiduciary responsibility outlined by our Fiduciary Oath.

**Fiduciary Oath**

Sundvold Financial shall exercise its best efforts to act in good faith and in the best interests of the client. The advisor shall provide written disclosure to the client prior to the engagement of the advisor, and thereafter throughout the term of the engagement, of any conflicts of interest which will or reasonably may compromise the impartiality or independence of the advisor.

**Client Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Client Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Sundvold Financial Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Approximate Initial Assets Under Management: \$ \_\_\_\_\_

<b>Sundvold Financial Wealth Management Fee Schedule</b>				
<i>Assets Under Management</i>			<b>Quarterly Fee</b>	<b>Annual Fee</b>
First	\$1,000,000		0.25 %	1.00 %
Next	\$1,000,001	to \$5,000,000	0.20 %	0.80 %
Next	\$5,000,001	to \$10,000,000	0.20 %	0.60 %
Next	\$10,000,00	to \$20,000,000	0.10 %	0.40 %

Minimum annual fee for wealth management will be \$ \_\_\_\_\_

Client Acknowledgement of Fee Schedule:

\_\_\_\_\_ Client Initials

\_\_\_\_\_ Client Initials