

### O’Haver Wealth Management, LLC

### FINANCIAL PLANNING AGREEMENT

438 EAST UNION STREET
NEWARK, NY, 14513

Version Date: 1/17/2019

The undersigned (“Client”), being duly authorized, has established a Relationship (the “Relationship”), and hereby agrees to engage O’Haver Wealth Management, LLC (“OWML”) on the following terms and conditions.

1. *Appointment of OWML*

Client hereby appoints OWML as non-discretionary investment adviser/financial planner for this Relationship.

**II.** *Services by OWML*.

By execution of this Agreement, OWML hereby accepts the appointment as investment adviser for the Relationship and agrees from and after the effective date, set forth in the signature page hereto, to provide the financial planning services for Client set forth in Exhibit I, hereto.

It is understood and agreed that OWML, in the maintenance of records for its own purposes, or in making such records or the information contained therein available to Client or any other person at the direction of Client, does not assume responsibility for the accuracy of information furnished by Client or any other person, firm or corporation.

**III.** *Fees.*

The compensation of OWML for its services rendered hereunder shall be calculated in accordance with the Schedule of Fees attached hereto as Exhibit I.

**IV.**  *Representations by Client.*

The execution and delivery of this Agreement by Client shall constitute the representations by Client that the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law or otherwise. OWML will not be responsible for any liability or expense resulting from a breach of Client’s representations.

**V.** *Representations by OWML.*

By execution of this Agreement, OWML represents and confirms that it is registered as an investment adviser pursuant to applicable laws and regulations.

**VI.** *Amendment;**Termination.*

This Agreement contains the entire agreement between the parties and may not be modified or amended except in writing as executed by both parties.

Client may terminate the Agreement within five (5) business days of signing, without penalty, and with full refund of the advisor’s fees. This Agreement shall continue in effect until the earlier of (i) OWML’s delivery of a financial plan to Client or (ii) termination by either party by giving to the other written notice. In the case of early termination prior to completion of the plan, OWML will deliver upon termination that portion of the plan that has been prepared.

**VII.** *Notices.*

All notices and other communications contemplated by this Agreement shall be deemed duly given if transmitted to OWML at the address set forth on the cover page of this Agreement to the attention of its Chief Compliance Officer, and to Client at the address appearing below, or at such other address or addresses as shall be specified, in each case, in a written notice similarly given.

**VIII.** *Governing Law.*

The validity of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the state in which Client resides, except to the extent preempted by ERISA or other federal or state laws or regulations.

**IX.** *Exhibits.*

The following Exhibits are attached, and are part of this Agreement:

Exhibit I - Schedule of Fees

Exhibit II - Investment Policy Statement

**X.** *Receipt.*

\_\_\_\_/\_\_\_\_ Client acknowledges receipt of OWML’s Privacy Policy Statement, Part 2B of Form ADV, and either: Part 2A of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Part 2A Appendix 1 of Form ADV, if the client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosures statement was not delivered to Client at least 48 hours prior to Client entering into any written or oral advisory contract with this investment adviser, then Client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

**XI.** *Consent to Electronic Delivery.*

Client hereby consents to receive via e-mail or other electronic delivery method for various communications, documents, and notifications from OWML. These items may include but are not limited to: all statements or reports produced by OWML; trade confirmations; billing invoices; all Form ADV brochures; privacy policy statements; and any other notices or documentation that OWML chooses to provide on an ongoing or occasional basis. Client agrees to immediately notify OWML of any changes to Client’s e-mail address shown below or other electronic delivery address.

**XII.** *Assignment.*

No assignment of this Agreement may be made by any party to this Agreement without the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall inure to the benefit and be binding upon the parties hereto, and each of their respective successors and permitted assigns.

**XIII.** *Confidential Relationship.*

All information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except as required by law and as described in OWML’s Privacy Policy Statement.

**XIV.** *Market Conditions.*

Client acknowledges that OWML’s past performance and advice regarding client financial plans cannot guarantee future results. **AS WITH ALL MARKET INVESTMENTS, CLIENT INVESTMENTS CAN APPRECIATE OR DEPRECIATE.** OWML does not guarantee or warranty that services offered will result in profit.

IN WITNESS THEREOF, the parties have executed this Agreement on the date stated below.

|  |  |
| --- | --- |
| **Client Name:** | **Representative of O’Haver Wealth Management, LLC** |
|  |  |
| Client Signature Date | Adviser Signature Date |
|  |  |
| Client#2 Signature Date  |  |
|  |  |
| Client Street Address: |  |
| City: |  | State: |  | Zip: |  |
| Phone: |  | E-Mail(s): |  |

**Exhibit I**

**Fee Schedule**

**OWML’s Services**

This Agreement does not provide OWML the authority to place trades. Client hereby requests the financial planning services marked below:

\_\_\_ Investment Planning

\_\_\_ Insurance Planning

\_\_\_ Tax Planning & Integration

\_\_\_ Retirement Planning

\_\_\_ Education Planning

\_\_\_ Debt/Credit Planning

\_\_\_ *Other*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_ By initialing here, Client agrees to the services set forth above.

### OWML’s Fees

**Fixed Fees**

The fixed rate for creating client financial plans is between $1,000 and $3,000. Fixed financial planning fees are paid via check or cash.

These fees are charged 100 % in advance, but never more than six months in advance. Fixed fees that are collected in advance, but unearned at the time termination becomes effective (if any), will be refunded based on the prorated amount of work completed at the point of termination.

\_\_\_/\_\_\_ By initialing here, Client hereby agrees to the final fixed fee of $\_\_\_\_\_.

**Exhibit II – Investment Policy Statement**

Creation Date: DD/MM/YYYY

Personal information

* What is your first name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* What is your last name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* What is your birthdate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Spouse’s name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Income & net worth

* What is your current annual household income: ($) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* What is your liquid net worth: (Excluding primary residence) ($) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* What is the value of your residence(s): ($) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* What is the value of any other significant illiquid asset(s): ($) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* What are your current annual income needs from investments: ($) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* What is your desired retirement age: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* What is your desired annual income in retirement ($): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Risk tolerance & investment objectives

* Acceptable percentage of principal loss in a short term period? (less than 1 year)
	+ \_\_\_\_\_ Up to 5%
	+ \_\_\_\_\_ Up to 10%
	+ \_\_\_\_\_ Up to 15%
	+ \_\_\_\_\_ Up to 20%
	+ \_\_\_\_\_ Up to 25%
* What is your desired annual rate of return?
	+ \_\_\_\_\_ 0-2.5%
	+ \_\_\_\_\_ 2.5-5%
	+ \_\_\_\_\_ 5-7.5%
	+ \_\_\_\_\_ 7.5-10%
	+ \_\_\_\_\_ 10%+
* Which of the following statements best describes your investment objectives?
	+ \_\_\_\_\_ My highest priority is to preserve my investments and I am willing to accept minimal return in order to do so
	+ \_\_\_\_\_ I seek to generate income from my investments and am interested in investments that have historically demonstrated a low degree of risk of loss of principal value
	+ \_\_\_\_\_ I seek to grow the principal value of my investments over time and, in pursuit of these gains, am willing to invest in securities that have historically demonstrated a moderate degree of risk to loss of principal value
	+ \_\_\_\_\_ I seek to accelerate somewhat the growth of the principal value of my investments over time and, in pursuit of these gains, am willing to invest in securities that have historically demonstrated a moderate to above average degree of risk of loss of principal value
	+ \_\_\_\_\_ I seek a significant appreciation of the principal value of my investments and, in pursuit of these gains, am willing to accept a greater degree of risk by investing in securities that have historically demonstrated a high degree of risk o floss of principal
* How would you respond in the event of a decline in the value of your investments?
	+ \_\_\_\_\_ I would sell my investments immediately if they were to suffer substantial declines
	+ \_\_\_\_\_ Although declines in investment value make me uncomfortable, I would wait one to two quarters before adjusting my portfolio
	+ \_\_\_\_\_ I can endure significant declines in the value of my investments and would wait at least one year before adjusting my portfolio
	+ \_\_\_\_\_ Even if my investments were to suffer a significant decline over several years, I would continue to follow my long-term investment strategy and not adjust my portfolio
	+ \_\_\_\_\_ I would increase the amount invested in my portfolio in anticipation of an increase in value
* Which of the following scenarios would make you more uncomfortable?
	+ \_\_\_\_\_ Making an investment and watching it decline in value
	+ \_\_\_\_\_ Selling an investment and watching it increase in value
* During the decline in stock market values that took place from 2007 through 2009, what action did you take with respect to your investments?
	+ \_\_\_\_\_ Sold all equity holdings
	+ \_\_\_\_\_ Moderately decreased equity holdings
	+ \_\_\_\_\_ No changes
	+ \_\_\_\_\_ Moderately increased equity holdings
	+ \_\_\_\_\_ Significantly increased stock holdings
	+ \_\_\_\_\_ Not applicable
* In general, how did you feel about the decline in stock market values from 2007 through 2009?
	+ \_\_\_\_\_ High level of anxiety
	+ \_\_\_\_\_ Moderate level of anxiety
	+ \_\_\_\_\_ Acceptance that short-term losses are part of investing and assurance that the risk I took was reasonable given the potential long-term gains of my investments
	+ \_\_\_\_\_ Indifference
	+ \_\_\_\_\_ Excited to be able to invest in assets that had declined in value
* How would you describe your level of knowledge with regard to finance and investing?
	+ \_\_\_\_\_ Minimal. I have very little interest in understanding finance and investing, or I have not had the opportunity to learn.
	+ \_\_\_\_\_ Low. I have basic knowledge of finance, such as understanding what stocks, bonds, and mutual funds are.
	+ \_\_\_\_\_ Medium. I have knowledge beyond basic products and I understand diversification and other financial and investing terminology and strategy.
	+ \_\_\_\_\_ High. In addition to understanding most financial products and terminology, I understand factors that affect the price of stocks and bonds.
	+ \_\_\_\_\_ Advanced. I have an in-depth knowledge of most financial products, including stocks, bonds, and options. I understand overall market risk as well as company‑specific risk.
* For how many years, if any, have you owned each of the following types of investments?
	+ \_\_\_\_\_ Mutual funds
	+ \_\_\_\_\_ Stocks
	+ \_\_\_\_\_ Bonds
	+ \_\_\_\_\_ Options
	+ \_\_\_\_\_ Variable annuities
	+ \_\_\_\_\_ ETFs
	+ \_\_\_\_\_ REITs
	+ \_\_\_\_\_ Limited partnerships/Private Placements

*Restrictions on the Account(s)*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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