

**AE WEALTH MANAGEMENT, LLC
FINANCIAL PLANNING AND CONSULTING AGREEMENT**

This Financial Planning and Consulting Agreement (“Agreement”) is entered into between and agreed to by the client identified on the signature page below ("Client") and AE Wealth Management, LLC (“AEWM”), a registered investment adviser located at 2950 SW McClure Rd., Suite B, Topeka, Kansas 66614. By executing this Agreement, Client retains AEWM to provide the services described in this Agreement.

1. Financial Planning Services. AEWM shall provide Client with the following financial planning services as marked below (the “Services”). In connection with the provision of Services, AEWM may provide Client with written documentation of its analysis and recommendations. This documentation will be referred to as a “Deliverable” in this Agreement. AEWM and Client may agree to the provision of additional Services subject to a written addendum to this Agreement in the form attached to this Agreement as Schedule A.

- (client initial)_____ Full financial plan, which typically addresses the following topics: Investment Planning, Retirement Planning, Insurance Planning, Education Planning, Portfolio Review, Asset Allocation, and Real Estate Planning. This financial plan will include a comprehensive written deliverable for the Client.
- (client initial)_____ Financial consulting or partial financial plan concerning the following specific topics _____ with _____ the _____ following _____ specified Deliverables: _____

2. Fees. Client will pay the following fees for the Services:

- (client initial)_____ Hourly Fee. AEWM will charge an hourly fee of \$_____ for the Services. AEWM estimates _____ hours to complete the Services with a minimum fee of \$150.00 charged to Client. If AEWM anticipates exceeding the estimated number of hours required, AEWM will contact Client for authorization to incur additional expense to complete the Services. Any unpaid hourly fees will be due immediately from Client upon completion of the Services and the delivery of the Deliverable. The standard billing dates and events of AEWM are: (1) the first business day of each month; (2) the date AEWM provides the services described under this Agreement; and (3) the date the engagement is terminated by either Client or AEWM. Upon presentment of the invoice to Client, Client will immediately pay AEWM any outstanding balance of hourly fees due. Client agrees to notify AEWM within ten (10) days of receipt of an invoice if Client disputes any billing entry.
- (client initial)_____ Fixed Fee. AEWM will charge a fixed fee of \$_____ for the Services. The fixed fee will be considered earned by AEWM and immediately due from Client upon completion of the Services and delivery of any final Deliverables.
- (client initial)_____ No Charge. There will be no charge for the Services.
- (client initial)_____ Fees Waived. To the extent AEWM provides Client with general investment recommendations as part of the Services and Client implements such investment recommendations through AEWM, AEWM will waive the above referenced fee for the Services.

3. Client’s Responsibilities. AEWM’s financial planning services and recommendations are based on Client's individual financial needs and circumstances disclosed by Client. It is Client’s responsibility to provide AEWM with the information necessary to carry out the services described in this Agreement. Client agrees to provide AEWM with all information and documents AEWM may reasonably request in connection with the Services including but not limited to information concerning Client’s current financial status, future goals, and attitudes towards risk. The completeness and accuracy of the information provided by Client is vital to the ability of AEWM to provide the Services. AEWM will rely

on the information provided by Client and will not be responsible for verifying the information and documentation provided by Client or Client's outside professionals.

4. Engagement of Other Professionals.

- a. When providing services under this Agreement to Client, AEWMM may consult with attorneys, accountants or other outside professionals. To the extent AEWMM engages such outside professional(s), AEWMM will be responsible for the payment of the fees for the services of such outside professional(s), and Client will not be required to reimburse AEWMM for such payments.
- b. Client may desire to engage other professionals to assist in the provision of Services under this Agreement. To the extent Client engages such outside professional(s), Client will be responsible for the payment of the fees for the services of such outside professional(s), and AEWMM will not be required to reimburse Client for such payments.

5. Implementation of AEWMM's Recommendations.

- a. Client is solely responsible for determining whether to implement the financial planning recommendations and for engaging professionals to assist Client in implementation of the recommendations. AEWMM generally recommends that Client work with Client's attorney, accountant, insurance agent or investment adviser to implement recommendations. To the extent Client engages such outside professional(s), Client will be responsible for the payment of the fees for the services of such outside professional(s).
- b. This is not an agreement for AEWMM to provide investment advisory services. The Services provided under this Agreement do not include the implementation of any of AEWMM's recommendations, nor do they include investment management or investment supervisory services.
- c. If Client wants to engage AEWMM to implement recommendations, Client and AEWMM will enter into a separate written agreement governing such services. Until and unless Client has engaged AEWMM to provide investment advisory services, Client understands and agrees that AEWMM's services are of a general planning and consulting nature only and do not constitute investment advice. Client understands that the recommendations contained in the Services or Deliverables are generic and do not refer to specific product or service.

6. Fees for Other Products and Services. Fees for Services are solely for the Services provided under this Agreement. Client may incur additional costs and fees in relation to services or implementing the recommendations set forth in any Deliverable, including but not limited to:

- a. **Investment Advisory Fees.** All fees paid to AEWMM for financial planning services are separate and distinct from asset management fees charged by an investment advisor to implement such recommendations. If Client elects to implement recommendations made as part of this Agreement through AEWMM, Client and AEWMM will enter into a separate written agreement governing such services.
- b. **Broker Dealer Commissions.** All fees paid to AEWMM for financial planning services are separate and distinct from the commissions charged by a broker-dealer to implement such recommendations.
- c. **Insurance Commissions and Fees.** If Client purchases any insurance products, any commissions, fees and expenses charged by insurance companies associated with any disability insurance, life insurance and annuities subsequently acquired by Client are separate and distinct from the fees charged under this Agreement. If Client sells or liquidates certain existing securities positions to acquire any insurance, Client may also pay/incur commissions or deferred sales charges in addition to commissions, fees and expenses charged by the insurance company for subsequently acquired insurance and/or annuities.
- d. **Mutual Funds.** All fees paid to AEWMM for services under this Agreement are separate and distinct from the fees and expenses charged by mutual funds to their shareholders. These fees and expenses are described in each mutual fund's prospectus. These fees will generally include a management fee, other fund expenses and a possible distribution fee. If the fund also imposes sales charges, Client

may pay initial or deferred sales charges.

7. Acknowledgement of Receipt of Disclosure Documents and Privacy Policy Notice. Client acknowledges receipt of the below initialed documents on _____, 20__:

- _____ AEW M's Form ADV Part 2A
- _____ AEW M's Privacy Policy Notice
- _____ AEW M's Form ADV Part 2B Brochure Supplement for assigned IAR

8. Non-Exclusive Relationship. Client acknowledges and agrees that (i) AEW M may provide services to other clients and receive fees for such services and (ii) the advice given by AEW M, the actions taken with respect to other clients, AEW M's own accounts, and the accounts of its associated persons or other clients may differ from advice or recommendations given to Client.

9. Representations and Warranties.

- a. AEW M represents to Client that it is registered as an investment adviser and is authorized and empowered to enter into this Agreement.
- b. If the Client or Clients is an individual or are individuals, the Client(s) represents and warrants to AEW M he or she is authorized to enter into this Agreement.
- c. If the Client is a corporation, partnership, trust or other business or legal entity, (i) Client represents and warrants to AEW M that Client has taken all required corporate company or other entity action required to authorize Client's entry into this Agreement and (ii) that the individual executing this Agreement on Client's behalf represents and warrants to AEW M that he or she has been authorized by Client to execute this Agreement.

10. Risk Acknowledgement/ AEW M Liability.

- a. AEW M does not guarantee the results of any recommendations, any specific level of performance or the success of AEW M's overall financial planning services. Client is free to obtain legal, accounting and brokerage service from any professional source to implement AEW M's recommendations. Client is free at all times to accept or reject any recommendation from AEW M. AEW M's recommendations are subject to various market, economic, political and business risks. Investment decisions will not always be profitable.
- b. Except as otherwise provided by law, neither AEW M nor any of our Affiliates (as defined below) will be liable for (a) any loss arising from any recommendations made or other action taken or omitted in good faith by AEW M with the degree of care, skill, prudence, and diligence that a person acting in a fiduciary capacity would use under the circumstances; (b) any loss arising from adhering to Client's written or oral instructions; or (c) any act or failure to act by Client and/or any third party that implemented AEW M's recommendations. AEW M's "Affiliates" include: (a) our officers, employees and representatives; and (b) persons directly or indirectly controlling us or controlled by us (as "control" is defined in the Investment Advisers Act of 1940, as amended).
- c. Client recognizes that the financial plan described in this Agreement involves AEW M's judgment and views regarding the economy and the securities markets. Like all predictions of future events, results cannot be guaranteed. AEW M will not be liable for any action performed or omitted to be performed or for any errors of judgment or mistake in preparing your financial plan, in the absence of malfeasance, gross negligence or violation of applicable law. Nothing in this Agreement will waive or limit any rights that Client may have under applicable federal or state securities laws.

11. Indemnification. Client will defend, indemnify and hold AEW M and our Affiliates harmless from all obligations, costs, fees, losses, liabilities, claims, judgments, actions, damages and expenses, including but not limited to attorneys' fees, expenses and court costs, paid, suffered, incurred or sustained by AEW M or our Affiliates arising out of or in connection with any misrepresentations or omissions made

by Client in this Agreement, any inaccuracies in the information that Client provides to AEWM, or any instructions that Client provides in connection with the Services provided under this Agreement.

12. Termination.

- a. The financial planning services shall terminate upon either party providing written notice of termination to the other party. Client may terminate the financial planning services under this Agreement within five (5) business days of entering into this Agreement without penalty or fees due. If Client terminates the financial planning services under this Agreement after five (5) business days of entering into this Agreement, Client will be responsible for immediate payment of any Services performed by AEWM under this Agreement prior to the receipt by AEWM of Client's notice as described above.
- b. For financial planning services performed by AEWM under an hourly arrangement, Client will pay AEWM for any hourly fees incurred at the rates described above.
- c. For financial planning services performed by AEWM under a fixed fee arrangement, Client will pay AEWM a pro-rated fixed fee equivalent to the percentage of work completed by AEWM as determined by AEWM.
- d. AEWM will refund to Client any prepaid fees that remain on AEWM's books after the deduction of AEWM's fees from the final invoice for Services.

13. Confidentiality. The information Client provides to AEWM in connection with this Agreement is confidential. Pursuant to AEWM's privacy policy, AEWM will not disclose it, except in limited circumstances. Typically, we only disclose the information as permitted by law, or as needed, to perform the services contemplated by this Agreement. Please see AEWM's Privacy Policy Notice for details regarding how we protect your non-public personal information.

14. Miscellaneous.

- a. **Entire Agreement.** This Agreement and any Schedule or Addendum attached hereto contain the entire understanding between the parties with respect to the subject matter hereof and supersede any prior agreements or understandings between the parties with respect thereto.
- b. **Amendments; Waivers.** This Agreement may not be modified except by written agreement signed by the parties hereto and no provision hereof or breach thereof may be waived except in writing by the party waiving its rights.
- c. **Binding Effect.** This Agreement and all the terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, personal or legal representatives, and permitted assigns and may not be modified in whole or in part, verbally by course of conduct, or otherwise except as expressly permitted.
- d. **Assignability.** The obligations of Client pursuant to this Agreement are not assignable by Client without the prior written consent of AEWM.
- e. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If there is any provision of this Agreement, or the application thereof to any party or circumstance, which shall be prohibited by law or invalid under applicable law, such provision shall be ineffective to the minimal extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement or the application of such provisions to other parties or circumstances. If any term of this Agreement controverts the express or, in the opinion of counsel to AEWM, the implied provisions of any applicable regulatory authority or court decision, which term shall be governed by said regulatory provision or decision, then the term of this Agreement so controverted shall be deemed automatically amended or deleted as applicable. If such amendment or deletion materially affects the substance of this Agreement, this Agreement shall be subject to immediate termination.
- f. **Governing Law.** The construction and interpretation of this Agreement shall be governed in all respects by the laws of the state of Kansas (without regard to its conflicts of law principles). Each party hereby consents and submits to personal jurisdiction in the state of Kansas and waives any right

such party may have to transfer the venue of any such action or proceeding.

- g. **Remedies Cumulative.** The remedies of the parties provided herein shall be cumulative and concurrent and may be pursued singularly, successively, or together, in any order, at the sole discretion of the party entitled to such remedy and may be exercised as often as occasion therefore shall arise
- h. **Notices.** All notices and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given and received: (i) when personally delivered or sent by facsimile with a confirmation of transmission; (ii) one (1) day after being sent by a nationally recognized overnight carrier with guaranteed next day delivery; or (iii) three (3) days after being mailed by United States Certified Mail, Return Receipt Requested, postage prepaid. Notice to AEWM is to be provided pursuant to the following contact information; notice to Client is to be provided to the address in Client's signature block below, or, for each party, the most recent contact information on file:
 - AE Wealth Management, LLC
 - Attention: General Counsel
 - 2950 SW McClure Road, Suite B
 - Topeka, KS 66614
 - Phone: 866-363-9595
 - Fax: 866-614-1176
- i. **Headings.** The descriptive headings of the respective sections and subsections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or affect the construction of any provision of this Agreement.
- j. **Gender and Number.** Unless the context otherwise requires, any pronoun whenever used herein, shall include the corresponding masculine, feminine, or neuter pronoun and the plural shall include the singular and vice versa.
- k. **Counterparts; Electronic Delivery.** This Agreement may be executed in one or more counterparts, which together shall constitute one agreement. This Agreement may be delivered by the exchange of signed signature pages by facsimile or email with a pdf copy or other electronic image and any copied or printed version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.
- l. **Interpretation.** No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof.
- m. **Arbitration.**
 - i. To the extent allowed by law, any controversy between the parties arising out of this Agreement shall be submitted to arbitration conducted before the American Arbitration Association and in accordance with its rules. Arbitration must be commenced by service upon the other party of a written demand for arbitration or a written notice of intention to arbitrate.
 - ii. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action and who is a member of a putative class and who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; (ii) the class is decertified; or (iii) Client is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any right under this Agreement except to the extent stated herein.
 - iii. The decision and award of a majority of any arbitration panel shall be binding and final. Client agrees that Client will accept such decision and award as binding and conclusive and will abide thereby, and such award may be filed with the clerk of the court in the county where the principal office of AEWM is located, or in any other court having

proper jurisdiction, as a basis of judgment, and an execution may be issued for its collection; without in any way limiting the foregoing, a judgment upon any award rendered hereunder may be entered in the highest court of the forum, state or federal, having jurisdiction in the premises. The parties thereto in such proportion shall pay the costs of any arbitration held pursuant to this paragraph as the arbitrators, in their award, may direct. Venue in any matter arbitrated pursuant to this provision shall be exclusively in Topeka, Kansas or as mutually agreed between the Parties.

- iv. **ARBITRATION IS FINAL AND BINDING ON THE PARTIES.**
- v. **THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO JURY TRIAL.**
- vi. **PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS.**
- vii. **THE ARBITRATORS' AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING AND ANY PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS IS STRICTLY LIMITED.**
- viii. **THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.**

This Agreement contains a Pre-Dispute Arbitration clause that each party has read, understood, and hereby accepts as witnessed by the signature below.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed by the parties and is effective as of the date of execution by AE Wealth Management, LLC.

ACCEPTED BY CLIENT(S):

Signature of First Client Date

Signature of Second Client (If Date Applicable)

Printed Name

Printed Name

Capacity Signing As (if applicable)

Capacity Signing As (if applicable)

ACCEPTED BY AE Wealth Management, LLC

By: _____
Authorized Person's Signature Date

Authorized Person's Printed Name

Authorized Person's Title

ACKNOWLEDGED BY IAR PROVIDING SERVICES

IAR's Signature Date

IAR's Printed Name

SCHEDULE A
ADDITIONAL FINANCIAL PLANNING AND CONSULTING SERVICES

Date of this Schedule: _____

Client(s): _____

Date of Financial Planning and Consulting Agreement: _____

Additional Service(s): _____

Deliverable(s) to be provided: _____

Fee:

- Same as set forth in Financial Planning and Consulting Agreement
- New fee structure for additional Services:
 - Hourly Fees. Hourly Fee: \$ _____ per hour.
 - Fixed Fee. Fixed Fee: \$ _____.
 - No Charge.

Except as expressly set forth in this Schedule, the Services provided under this Schedule shall be governed in all respects by the Financial Planning and Consulting Agreement referenced above.

IN WITNESS WHEREOF, this Agreement has been executed by the parties and is effective as of the date of execution by AE Wealth Management, LLC.

ACCEPTED BY CLIENT(S):

 Signature of First Client Date

 Signature of Second Client (If Date
 Applicable)

 Printed Name

 Printed Name

 Capacity Signing As (if applicable)

 Capacity Signing As (if applicable)

ACCEPTED BY AE Wealth Management, LLC

By: _____
Authorized Person's Signature Date

Authorized Person's Printed Name

Authorized Person's Title

ACKNOWLEDGED BY IAR PROVIDING SERVICES

IAR's Signature Date

IAR's Printed Name