

# BULLDOG FINANCIAL PLANNING DISCRETIONARY ADVISORY AGREEMENT

This Discretionary Advisory Agreement (“Agreement”) is by and between Bulldog Financial Planning LLC (“BFP” or “Adviser”), a registered investment adviser, and [Click or tap here to enter text.](#) (“Client”) and relates to all accounts managed on a discretionary basis for the Client (“Account”). This Agreement shall become effective on the day and year first written at the time of execution.

## Terms and Conditions

This Agreement sets forth the terms and conditions of the investment management services, outlines the responsibilities of the parties and defines the relationship of BFP and the Client.

- The Client hereby appoints the Adviser as an investment adviser to perform the services described, and the Adviser accepts such appointment. The Adviser shall be responsible for discretionary investment and reinvestment of those Client Assets (“Assets”), designated by the Client, to be subject to the Adviser’s management of the Client’s Account (“Account”).
- The Client hereby agrees to authorize the custodian to pay directly to BFP, upon receipt of notice, the account’s investment advisory services fee.
- The Adviser is authorized, without prior consultation with the Client, to buy, sell, and trade in stocks, bonds, mutual funds, and other securities and/or contracts relating to the same.

## Services of Adviser

- An initial interview is conducted with the Client (either in person, by telephone conference, and/or via a questionnaire) to determine the Client’s financial circumstances, goals, acceptable levels of risk and other relevant circumstances.
- Management of the Account(s) on the basis of the Client’s financial circumstances, investment objectives, and investment model selection.
- Monitor the Client’s circumstances through Account reviews. These reviews will be conducted in person, by telephone conference, and/or via a written inquiry/questionnaire.
- Be reasonably available to consult with the Client relative to the status of the Account.

The Client’s beneficial interest in a security does not represent an undivided interest in all the securities held by the Custodian, but rather represents a direct and beneficial interest in the securities which comprise the Client’s Account.

BFG will provide the services as indicated below:

***Investment Account Management***

***Wealth Management***

## Custodian

The Assets shall be held by an independent Custodian (“Custodian”), not the Adviser, the identity of which Custodian shall be communicated to the Client. The Adviser is authorized to give instructions to the Custodian with respect to all investment decisions regarding the Account. The Custodian is authorized and directed to effect transactions, deliver securities, make payments and otherwise take such actions, in respect of the Assets, as the Adviser shall direct. Not all custodial fees are covered by the wrap fees; the WRAP fees for both programs

cover a number of the custody fees WRAP costs, unless otherwise negotiated, will only cover trades placed by Bulldog Financial Planning or those trades placed by the client during a Business Disruption effecting Bulldog Financial Planning's ability to receive client communications.

## **Client Rights and Obligations**

Each Client retains sole ownership of the Account (i.e. the right to withdraw securities or cash, exercise or delegate proxy voting and receive transactions confirmations). The Client may make deposits and withdrawals at any time, subject to any maintenance requirements of the Account minimum.

## **Legal Capacity**

If this Agreement is established by the undersigned Client, or the Client's authorized representative in a fiduciary capacity, the Client hereby certifies that he/she is legally empowered to enter into or perform this Agreement in such a 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 the 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.

## **Investment Objectives and Restrictions**

The Client agrees to provide information and/or documentation requested by the Adviser, as pertains to the Client's income, investments, taxes, insurance, estate plan, etc. The Client also agrees to discuss investment objectives, needs and goals with the Adviser. The Client acknowledges that the Adviser will rely on the personal and investment information provided to the Adviser by the Client, the Client's attorney, accountant or other professionals in managing the Account. The Client agrees to give the Adviser prompt written notice of any modifications, changes or investment restrictions applicable to the Account, and to notify the Adviser if the Client deems any investments recommended or made for the Account to be in violation of such investment objectives or restrictions. Unless the Client promptly notifies the Adviser in writing of specific investment restrictions on the Account, the investments recommended for or made on behalf of the Account shall be deemed to be in conformity with the Client's investment objectives. Although tax considerations are not generally a factor in managing accounts, it is the Client's responsibility to notify Adviser if such considerations are relevant to the Client's overall financial circumstances.

The Client acknowledges that the Adviser cannot adequately perform its services for the Client unless the Client diligently performs his/her responsibilities under this Agreement. The Adviser shall not be required to verify any information obtained from the Client, the Client's attorney, accountant or other professionals, and is expressly authorized to rely upon the information provided by these professionals.

The Client shall the ability to impose reasonable restrictions on the management of the Account, including the ability to instruct the Adviser not to purchase certain mutual funds, stocks or other securities.

## **Representation**

It is understood by the Client that the Adviser is a Rhode Island Single Member Limited Liability Company, and that the Adviser is licensed/registered with all of the appropriate regulatory jurisdictions that the Adviser believes it has a duty to be licensed/registered. It is understood and acknowledged by the Client that the Adviser is not engaged in the practice of law or accounting, and as such, will not render any legal or accounting advice hereunder, nor prepare any legal or accounting documents for the implementation of any of the Client's financial or investment plans.

## **Non-Exclusive Management**

It is understood that the Adviser performs investment advisory services for other clients. The Client agrees that the Adviser may give advice and take action with respect to any of its other clients, which may differ from the

advice given or the timing or nature of action taken with respect to the Client's Account, so long as it is the Adviser's policy to the extent practical, to allocate investment opportunities to the Account over a period of time on a fair and equitable basis relative to other clients. The Adviser, its officers, employees, and agents, may have or take the same or similar positions in specific investments for their own accounts, or for the accounts of other clients, as the Adviser does for the Client's Account.

## Fees

The fee charged is based upon the amount of money invested. Multiple accounts of immediately-related family members, at the same mailing address, may be considered one consolidated account for billing purposes. Payments are due and will be assessed on the last day of each quarter, based on the previous quarter's daily average balance of the account(s) under management for the preceding quarter.

**Investment Account Management WRAP Program:**

Fees will be billed at an annual rate which covers trading charges and other annual fees. The Investment Account Management WRAP program has a minimum annual fee of \$1,500.00. Fees will be calculated as follows:

<i>Tiering</i>	<i>Fee</i>
Up to \$250,000	1%
Up to \$1,000,000	0.75%
Over \$1,000,000	0.55%

Payments are due and will be assessed on the last day of each quarter, based on the account under management's value at the end of the quarter. These fees may be prorated. Fees will be calculated as follows:

Account Value at Quarter End	Daily Rate (Annual Rate / 365)	Calendar Days in the Quarter	Quarterly Charge based on the Daily Rate
300,000	0.00205% (0.75/365)	90	\$554.79 (300,000*0.00205%*90)

**Wealth Management WRAP Program:**

The minimum account opening balance is \$250,000, which may be negotiable based upon certain circumstances and at the Adviser's discretion. will also be based on an annual rate; however, the cost of a financial plan is built into the rates along with additional fee waivers for things like checkbooks or other cash management options. The rates are higher, but you get more value. The fees will also be collected quarterly using the same calculation but using the higher rates.

<i>Aggregate Value for all Accounts under Management at Quarter End</i>	<i>Fee</i>
Minimum \$250,000.00	1.25%
Up to \$1,000,000.00	1%
Over \$1,000,000.00	0.75%

The fees shown above are annual fees and may be negotiable based upon certain circumstances. No increase in the annual fee shall be effective without prior written notification. BFP believes the advisory fee is reasonable considering the fees charged by other investment advisers offering similar services/programs. Costs included will be negotiable to an extent (precious metals costs, and alternative investments).

No portion of the Adviser compensation shall be based on capital gains or capital appreciation of the Assets. BFP does not charge performance-based fees.

The Client can terminate the relationship without penalty within the first five (5) days after the signing of this Agreement. After the initial five (5) days, this Agreement will continue in effect until terminated by either party with a thirty (30) day written notice to the other, in person or by mail to the address of record.

## **Automatic Payment of Fee**

The Client agrees to authorize the Custodian to pay directly to BFP upon receipt of notice, the Account's investment advisory services fee. Fee withdrawals will occur no more frequently than quarterly from the Client's Account, unless specifically instructed otherwise by the Client.

The Custodian will send to the Client a statement, at least quarterly, indicating all amounts disbursed from the Account, including the fee paid directly to BFP. BFP's access to the Assets of the Account will be limited to trading and the withdrawals authorized above. Additionally, BFP will send to the Client an invoice reflecting the amount of the fee, the quarter average daily for the Client's Account on which the fee was based, and the specific manner in which the fee was calculated.

The Wealth Management services provided will permit the client to authorize some discretion over retirement withdrawals, gifts, or other internal money movement between their accounts held at the custodian. These services will require additional sign off by the client with the custodian/broker dealer to pre-authorize the wealth management money movement.

If you do not want us to charge your account for the fee, you may pay the fee directly to us. We will send you an invoice detailing the fee calculation. Fees are due in full fifteen (15) days after receipt of the invoice.

## **Valuation**

The Custodian will value the securities in the Client Account that are listed on a national securities exchange or on NASDAQ at the closing price, on the valuation date, or on the principal market where the securities are traded. The Custodian will value other securities or investments in the Client Account in a manner that the Custodian believes in good faith reflect their fair market value.

## **Confidential Relationship**

All information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties, except as required by law or necessary to carry out designated powers or as granted by the Client.

## **Notices and Communication**

Communications will be sent to the Client at the address provided by the Client at the time the Client opens the Account, or to another address as may be provided to the Adviser in writing in the future. All communications sent to the Client at the stipulated address, whether by mail, facsimile, electronically, or otherwise, will be treated as if they were given to the Client personally, whether or not the Client receives them. Reports of order executions will be conclusive if not objected to by the Client within three (3) days after being forwarded to the Client, and statements of Account will be conclusive if not objected to by the Client within ten (10) days after being forwarded to the Client.

## **Termination**

This Agreement will continue in effect until terminated by either party with a thirty (30) day written notice to the other, in person or by mail to the address of record. In the event the Agreement is terminated, and the Client has advanced any fees which have been unearned as of the date of termination, such unearned fees shall be immediately refunded to the Client. Any fees that are due, but have not been paid, will be billed to the Client and are due immediately.

Termination of this Agreement will not affect (i) the validity of any action previously taken by the Adviser under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) the Client's obligation to pay advisory fees (pro-rated through the date of termination). Upon the termination of this Agreement, the Adviser will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the Account. The Adviser will provide the Client with a pro-rata refund of the Client's prepaid advisory fees to the extent that one is due.

Upon the death or incapacity of the Client BFP shall contact the Trusted Contact Person listed in Appendix B below. In the event that no trusted contact person is named, the Client's death or incapacity will not terminate the authority of the Adviser granted herein until the Adviser receives written termination notice from the Client's executor, guardian, attorney-in-fact or other authorized representative.

## **Proxies and Class Action Lawsuits**

We do vote proxies, unless the client chooses to do so themselves. If a material conflict were to occur, the Adviser will opt out of voting proxies for the client.

## **Risk Acknowledgement**

The Adviser does not guarantee the future performance of the Account or any specific level of performance, the success of any investment decision or strategy that the Adviser may use, or the success of Adviser's overall management of the Account. The Client understands that investment decisions made for the Client's Account by the Adviser are subject to various forces beyond the reasonable control of the Adviser. The Adviser shall not be held liable for any decrease in value of the Client's investments stemming from forces beyond the reasonable control of the Adviser or for events which are not reasonably foreseeable to the Adviser which include, but are not limited to, market conditions, currency risks, economic risks, political risks, geopolitical actions, acts of God, acts of terrorism, and business risks. The Client acknowledges that Investment decisions made by the Adviser will not always be profitable. THE CLIENT ACKNOWLEDGES THAT THEIR INVESTMENTS WILL INCREASE OR DECREASE IN VALUE, DEPENDING ON THE MARKET AND/OR OTHER CONDITIONS BEYOND THE REASONABLE CONTROL OF THE ADVISER. All recommendations will be based on information from sources believed to be reliable, but are not guaranteed by BFP as to their accuracy or completeness.

## **Entire Agreement and Amendments**

All agreements, covenants, representations and warranties express and implied, oral and written, of the parties hereto concerning the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, are made a part hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter hereof are merged herein. BFP has the right to amend this Agreement upon thirty (30) day written notice to the Client. Any such amendment will be effective as of the date specified by BFP. However, regardless of anything else in this Agreement, any increase in fees, any deletion or substitution by BFP of any of the services or in connection with the Account and any material modification of any such services will be the subject of a minimum of thirty (30) days prior written notice to the Client.

## **Governing Law**

Except to the extent that it is preempted by federal law, the law of the State of Rhode Island will govern the construction, validity, and administration of this Agreement. However, nothing in this Agreement will be construed contrary to the Advisers Act.

## **Standard of Care**

In providing such services, it is agreed that except for negligence, malfeasance or violation of applicable law, neither the Adviser nor any of its principals, directors or employees shall be liable for any action performed or for any errors of judgment in managing the Client's Account under this Agreement. However, the state securities laws and federal securities laws impose liabilities under certain circumstances and therefore nothing contained in this Agreement with respect to liabilities should be construed as limiting a Client's rights which he/she may have under applicable state securities laws and/or federal securities laws.

## **Assignment of Agreement**

No assignment, as that term is defined in the Advisers Act, of this Agreement shall be made by the Adviser without the prior written consent of the Client. The Client acknowledges and agrees that transactions that do not result in a change of actual control or management of the Adviser shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Advisers Act.

## **Waiver**

Failure of either party at any time to declare breach and termination of Agreement due to any violation or violations by the other party of the provisions hereof shall not be deemed a waiver on the part of such party. Any subsequent violations by the other party following a demand for strict compliance shall not be deemed a waiver, expressed or implied, and notice of breach thereafter, need not be served on the other party.

## **Arbitration Agreement**

The Client and the Adviser agree that all controversies which may arise between them concerning the provisions of the services provided under this Agreement, or concerning the construction, performance or breach of this Agreement, shall be determined by arbitration, in accordance with the rules of the American Arbitration Association. Any arbitration shall take place in the same city and state where the Adviser is located. The parties acknowledge, understand and agree that:

- Arbitration is final and binding on the parties.
- The parties are waiving their right to seek remedies in court, including the right to jury trial.
- Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings.
- The Arbitration Award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of a ruling by the arbitrators is strictly limited.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

In no way shall this Agreement constitute a waiver or limitation of rights that the Client may have under federal or state securities laws to pursue a remedy by other means.

## Acknowledgement of Disclosure Statement

\_\_\_\_\_ The Client acknowledges receipt of Part 2 of Form ADV at least forty-eight (48) hours prior to entering into this Agreement with. If Part 2 of Form ADV was not provided forty-eight (48) hours prior to entering into this Agreement, then the Client has the right to terminate the contract without penalty within five (5) business days after entering into the contract.

\_\_\_\_\_ The Client acknowledges receipt of BFP's Privacy Policy at Account opening and will receive one annually hereafter or at any time upon request.

\_\_\_\_\_ The Client acknowledges that BFP has their express permission for delivery of all documents relating to their Account electronically. This includes BFP's Privacy Policy and ADV Part 2A Brochure and Part 2B Brochure Supplement.

**This Agreement shall be binding once all parties involved have signed and dated this Agreement.**

**By:**

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Client Name

\_\_\_\_\_  
Client Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**By:**

\_\_\_\_\_  
Advisor Name

\_\_\_\_\_  
Advisor Signature

\_\_\_\_\_  
Date

## Appendix A

This Appendix is attached to and made part of the Discretionary Agreement between BFP and the Client. This section will be used to document any accounts for which BFP provides investment advisory services that are held away from our custodian. The Item 5 fee schedule shall apply to all listed below.

### Client and Account Information

#### Client Information:

Client Social Security Number(s): [Click or tap here to enter text.](#)  
[Click or tap here to enter text.](#)

Client Name(s): [Click or tap here to enter text.](#)  
[Click or tap here to enter text.](#)

Client Address: [Click or tap here to enter text.](#)  
[Click or tap here to enter text.](#)

#### Account Information:

Custodian Name:

1. [Click or tap here to enter text.](#)
  - a. Account Number/Registration: [Click or tap here to enter text.](#)
  - b. Account Number/Registration: [Click or tap here to enter text.](#)
2. [Click or tap here to enter text.](#)
  - a. Account Number/Registration: [Click or tap here to enter text.](#)
  - b. Account Number/Registration: [Click or tap here to enter text.](#)



## Appendix B

### Trusted Contact Person Form

BFP asks that you designate a trusted contact person age 18 or older. BFP could contact your trusted contact person and disclose information about your account(s) as described below.

I understand that (1) I may designate multiple trusted contact persons; (2) BFP is not required to contact my trusted contact person; and (3) the completion of this form is optional, and I may withdraw it at any time by notifying BFP in writing). If I would like to change my trusted contact person, I may do so by giving BFP a newly-signed Trusted Contact Person Form with the box checked below to indicate that the new form supersedes the previous form.

#### **Helpful to Know**

- If we have questions or concerns about your health or welfare due to potential diminished capacity, financial exploitation or abuse, endangerment, and/or neglect, this form authorizes us to contact the trusted contact and:
  - Provide the trusted contact(s) listed below with information about you and/or your account, but not the ability to transact on your account.
  - Only you can add, update, or remove a Trusted Contact Person(s) from your account(s).
  - Inquire about whether another person or entity has legal authority to act on your behalf (e.g., legal guardian, conservator, or trustee).
  - Inquire about your current contact information or health status.
  - Trusted Contact Person(s) will not be able to view your account information, execute transactions in your account, or inquire about account activity.
- This form supersedes any previous trusted contact that you may have submitted.

#### **Note the Following**

This authority allows us to place a temporary hold on disbursements of funds or securities from your account or, in some cases, a temporary hold on transactions if we reasonably believe financial exploitation has been attempted or has occurred in your account or in other circumstances we believe are necessary for your protection. You also acknowledge that you understand that we may report any reasonable belief of financial exploitation, or in other circumstances we believe are necessary for your protection, to the applicable state securities administrator, to a state adult protective services agency, or to law enforcement agencies.

I/we designate the individual(s) identified below as my trusted contact person for all accounts under BFP's management:

## Trusted Contact Person Information for Primary Account Owner

### Primary Trusted Contact

Mr.  Mrs.  Dr.

[Click or tap here to enter text.](#)

Name (First, Middle and Last)

[Click or tap here to enter text.](#)

Home Phone

[Click or tap here to enter text.](#)

Address

[Click or tap here to enter text.](#)

Relationship (Spouse, Friend, et.)

[Click or tap here to enter text.](#)

Mobile Phone

[Click or tap here to enter text.](#)

Email

### Secondary Trusted Contact

Mr.  Mrs.  Dr.

[Click or tap here to enter text.](#)

Name (First, Middle and Last)

[Click or tap here to enter text.](#)

Home Phone

[Click or tap here to enter text.](#)

Address

[Click or tap here to enter text.](#)

Relationship (Spouse, Friend, et.)

[Click or tap here to enter text.](#)

Mobile Phone

[Click or tap here to enter text.](#)

Email

Check here if this contact authorization supersedes previous contact authorizations

## Trusted Contact Person Information for Additional Account Owner

### Primary Trusted Contact

Mr.  Mrs.  Dr.

[Click or tap here to enter text.](#)

Name (First, Middle and Last)

[Click or tap here to enter text.](#)

Home Phone

[Click or tap here to enter text.](#)

Address

[Click or tap here to enter text.](#)

Relationship (Spouse, Friend, et.)

[Click or tap here to enter text.](#)

Mobile Phone

[Click or tap here to enter text.](#)

Email

### Secondary Trusted Contact

Mr.  Mrs.  Dr.

[Click or tap here to enter text.](#)

Name (First, Middle and Last)

[Click or tap here to enter text.](#)

Relationship (Spouse, Friend, et.)

[Click or tap here to enter text.](#)

Home Phone

[Click or tap here to enter text.](#)

Work Phone

[Click or tap here to enter text.](#)

Mobile Phone

[Click or tap here to enter text.](#)

Address

[Click or tap here to enter text.](#)

Email

Check here if this contact authorization supersedes previous contact authorizations

By signing below, you:

- Authorize us, at our sole discretion, to communicate with your trusted contact(s) on any designated account(s) and disclose information to address possible financial exploitation or confirm specifics about your current contact information, your health status, or inquire about the identity of any legal guardian, executor, trustee, or holder of a power of attorney, or as otherwise permitted.
- Understand that the trusted contact(s) named on this form have no authority to transact business on our behalf.
- Represent that the trusted contact(s) you have named on this form are at least 18 years of age.
- Certify that all information you provided is accurate to the best of your knowledge.
- Understand that adding a trusted contact to your account is not required and you may remove it at any time by notifying us.
- Indemnify and hold harmless BFP. our officers, directors, employees, agents, affiliates, shareholders, successors, assigns and representatives, from any liability in connection with following the instructions on this form.

**By:**

\_\_\_\_\_  
Client Signature

[Click or tap here to enter text.](#)

Client Name

[Click or tap here to enter text.](#)

Email Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Signature

[Click or tap here to enter text.](#)

Client Name

[Click or tap here to enter text.](#)

Email Address

\_\_\_\_\_  
Date