

# **Bulldog Financial Planning**

## **FINANCIAL PLANNING AGREEMENT**

This Financial Planning and Consulting Agreement (“Agreement”) dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is by and between Bulldog Financial Planning (“BFP” or “Adviser”), a registered investment adviser, and \_\_\_\_\_ (“Client”). This Agreement shall become effective on the day and year first written above.

### **Terms and Conditions**

This agreement sets forth the terms and conditions of the financial planning services, outlines the responsibilities of the parties and defines the relationship of BFP and the Client. The Client hereby appoints the Adviser to provide the services as described below.

### **Financial Planning Services**

BFP will provide financial planning services as needed in the areas specified below. BFP will summarize the planning services in a written plan for the Client, which reflects the Client’s current financial circumstances, financial outlook, and personal objectives.

- Hourly Financial Planning on an As-Needed Basis
- Subscription Based Planning
- Financial Planning Seminar or Training Session

BFP does render tax advice, but we do not perform tax preparation services. BFP does not perform legal services or write insurance policies. When needed, we will refer clients to an attorney, insurance agency, or an accountant.

### **Planning**

In creating the plan for the Client, the Client and BFP will follow this planning process:

**a) Data Compilation:**

An initial interview is conducted with each 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. The Client will provide the Adviser with financial and personal data necessary to prepare the Client’s financial plan. The Adviser will estimate the time required in formulating and implementing a plan for the Client after the facts are gathered.

**b) Analysis:**

The Adviser will analyze data and documents provided by the Client, evaluate the Client’s ability to meet the plan objectives, make observations, identify problems, and recommend strategies for the Client’s consideration.

**c) Written Plan:**

Based on the data the Client provides, the Client’s chosen objectives and the Adviser’s analysis, the Adviser will prepare and present to the Client a personal financial plan summarized in written form.

### **General Investment Advice, Education, and Misc. Services**

Bulldog Financial Planning will provide educational opportunities to individuals or to groups of individuals. This could be sponsored by potential clients, third parties or be hosted by myself as a form of marketing. The scope of these sessions will be based on the topics requested which could vary with each session.

### **Client Rights and Obligations**

The Client agrees to provide information and/or documentation requested by the Adviser, as it pertains to the Client's income, investments, taxes, insurance, estate plan, etc. The Client also agrees to discuss with the Adviser his/her investment objectives, needs and goals. The Client acknowledges that the Adviser will rely on the personal and investment information provided to the Adviser by the Client, Client's attorney, accountant or other professionals in managing the Client's Account ("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, Client's attorney, accountant or other professionals, and is expressly authorized to rely upon the information provided by these professionals. Furthermore, the Client understands that the responsibility to update changes to investment guidelines, restrictions and portfolio objectives rests solely with the Client. Consequently, the Client agrees to indemnify BFP for any liability incurred by reason of any inaccurate information provided by the Client.

Upon the death or incapacity of the Client BFP shall contact the Trusted Contact Person listed in Appendix A 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.

### **Implementation of the Client's Financial Plan**

The services of the Adviser under this Agreement are limited to recommending strategies for the Client to consider in achieving the Client's financial objectives. It is clearly understood that Client is under no obligation whatsoever to purchase any financial product or service from the Adviser during or after this planning process.

The Adviser will, at the Client's request, facilitate and coordinate the steps to implement the Client's plan, in conjunction with the Client's attorney, accountant, and other pertinent advisors. However, implementation of product related recommendations are not included under this Agreement. If the Client desires, the Adviser's representative, will recommend specific investments, insurance, or other financial products through which the Client can implement the Client's plan. The purchase of such products typically results in the payment of fees and/or commissions. The Client is under no obligation to follow, either wholly or partially, any recommendation made by the Adviser.

## **Representation**

It is understood by the Client that the Adviser is a Rhode Island Sole Proprietorship and that the Adviser is licensed/registered with all of the appropriate regulatory jurisdictions that the Adviser believes it has a duty to license/register.

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 Client's financial or investment plans.

## **Legal Capacity**

If this agreement is established by the Client, the undersigned, in a fiduciary capacity, hereby certifies that he/she is legally empowered to enter in 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.

## **Non-Exclusive Relationship**

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 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.

## **Confidential Relationship**

The parties hereto agree not to disclose to any other party and to keep confidential the terms and conditions of this Agreement and any amendment or supplement thereto. Notwithstanding the foregoing, BFP may disclose Client information to such person(s) to include (a) its employees, directors, agents, attorneys, accountants, and other professional advisors; (b) any governmental authority having jurisdiction over BFP, or to the extent required in response to any court order or other governmental authority, or as otherwise required pursuant to any requirement of law; (c) any stock exchange, regulatory, or self-regulatory organization having authority over the Client or BFP; and (d) any third party whom BFP (in its sole discretion) deems it necessary to disclose such information to in connection with the management and servicing of the Account. In the event that any party hereto breaches any provision of this section, the other party shall be entitled to temporary and permanent injunctive relief against the breaching party without the necessity of proving actual damages.

## **Fees**

### **Planning**

For the financial planning services described above, fees will accrue hourly based on the work completed:

Hourly Rate                    \$225.00

Estimates are available upon request by clients. Actual costs could vary based on developments in requests and work requirements.

Clients have the option of signing up for an annual subscription based on the estimated number of hours of planning needed or wanted during the year. This will result in monthly or quarterly payments.

Invoices are generated for every client.

We will not charge any fee of \$500 or more six or more months in advance.

\*The fees for the financial planning services provided do not cover the additional fees charged by the 3rd party referrals, i.e., Accountants, Insurance Agents, or Attorneys.

### **Financial Planning Seminar or Training Session**

Seminars be billed at a rate of \$225 per person per hour or for a flat fee of \$1,000.00. You agree to pay a fee of \$\_\_\_\_\_ based on the complexity of the services to be offered.

Seminar fees are due and payable at the time services are rendered.

Lower fees for comparable services may be available from other sources.

### **Notices and Communication**

IN ALL CASES, the Client may terminate the agreement at any time, for any reason, and prepaid fees will be refunded on a pro-rated basis. For a refund of prorated fees, BFP will need to have written authorization from the Client that the agreement is terminated.

Communications will be sent to the Client at the address provided by the Client at the time the Client signs the agreement, or such other 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, by telegraph, by facsimile, by messenger, electronically, or otherwise, will be treated as if they were given to the Client personally, whether or not the Client receives them.

### **Risk Acknowledgement**

The Adviser does not guarantee the future performance of recommendations provided as part of the financial plan or any specific level of performance, the success of any investment decision or strategy that the Adviser may recommend, or the success of Adviser's overall plan design. The Client understands that investment recommendations and strategies made as part of the Client's financial plan by the Adviser are subject to various market, currency, economic, political, geopolitical, acts of terrorism, and business risks, and that those investment recommendations will not always be profitable or successful.

The Client recognizes that there may be loss or depreciation of the value of any investment due to the fluctuation of market values. The Client represents that no party to this Agreement has made any guarantee, either oral or written, that the Client's investment objectives will be achieved.

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.

### **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 Investment Advisers Act of 1940 ("Advisers Act").

### **Standard of Care**

It is agreed that BFP will discharge its duties under this Agreement with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like or similar capacity, and familiar with such matters, would use in the conduct of money management of comparable character. In providing such services, it is agreed that except for negligence, malfeasance or violation of applicable law, neither Adviser nor any of its principals, directors or employees shall be liable for any action performed or for any errors of judgment in managing client's account(s) 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**

This Agreement shall be binding upon and shall inure to the benefit of the parties herein to their respective successors, assigns, heirs and personal representatives. However, the rights and obligations hereunder will not be assignable, transferable, or delegable without the express written consent of the other party. Any attempted assignment, transfer or delegation thereof without such consent will be void. The foregoing does not prevent an assignment by BFP in connection with any transaction which does not result in a change of its actual control or management within the meaning of Rule 202(a)(1)-1 under the Investment Advisers Act of 1940.

### **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.

### **Severability**

If any part of this Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remaining terms of this Agreement.

### **Duration and Termination**

The term of this Agreement will commence upon the effective date set forth above and will continue until terminated or the recommendations are delivered.

**IN ALL CASES**, the Client may terminate the Agreement at any time, for any reason, and prepaid consulting fees will be refunded on a pro-rated basis. Such termination will be effective upon receipt by the non-terminating party of written

notification from the other party that the Agreement is terminated. Termination of this Agreement will not affect (i) the validity of any action previously taken by the Adviser under this Agreement.

### **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 written notice to the Client. Any such amendment will be effective as of the date specified by BFP.

## Acknowledgement of Disclosure Statement

The Client acknowledges he/she:

- Had an opportunity to discuss the fee provisions and other arrangements with Adviser
- Has carefully reviewed this Agreement and fully understands the services to be provided hereunder and the associated risks.
- The Client acknowledges receipt of Part 2 of Form ADV at least forty-eight (48) hours prior to entering into this non-discretionary advisory agreement with the Adviser. If the Adviser's Part 2 of Form ADV was not provided forty-eight (48) hours prior to entering into this non-discretionary advisory Agreement, then the client has the right to terminate the contract without penalty within five business days after entering into the contract.
- The Client acknowledges receipt of the Adviser's Privacy Policy at Account opening and will receive one annually hereafter or at any time upon request.
- The Client acknowledges that the Adviser has their express permission for delivery of all documents relating to their Account electronically. This includes the Adviser's Privacy Policy and ADV Part 2A Brochure and Part 2B Brochure Supplement.
- The Client expressly consents to the Adviser delivering communications, including the ADV Part 2A and 2B and Privacy Policy, to the Client by e-mail and certifies that it possesses the means of accepting delivery by e-mail.

**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

### 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.](#)

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

### **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

## 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.](#)

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.](#)

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

Address

Email

**Secondary Trusted Contact**

Mr.  Mrs.  Dr.

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

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

Name (First, Middle and Last)

Relationship (Spouse, Friend, et.)

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

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

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

Home Phone

Work Phone

Mobile Phone

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

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

Address

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

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

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

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

Client Name

Client Name

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

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

Email Address

Email Address

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Date

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Date