

Wealth Management Services Agreement

This AGREEMENT is entered into this _____ day of _____, 200____, by and between **FLORIDA WEALTH ADVISORS, LLC.**, a Florida Registered Investment Advisor firm (“advisor”, “we” or “us”), and _____ (“client”, “you” or “your”), whereby you will be provided with certain Wealth Management Services, as more specifically described below. Such services shall be performed primarily by **Tony Kendzior, CLU, ChFC**, an Investment Advisor Representative (“IAR”) of Florida Wealth Advisors, LLC., or other IARs under his direct supervision.

SERVICES TO BE PROVIDED

- **Florida Wealth Advisors, LLC**, provides you with the option of selecting from either or both of the following types of services at any time:
- **Financial Planning Services**, where you retain us to prepare a comprehensive written plan which reflects your current financial situation, outlook and personal objectives, and be available to provide continuous financial consulting on those recommendations adopted by you.
Yes _____ No _____ (please initial as appropriate)
- **Investment Advisory Services**, where you appoint us to manage an investment portfolio(s). You give us full power and authority to manage your account(s) on a limited discretionary basis in accordance with your investment objectives. Your account assets will be held by an independent Custodian and not by us.
Yes _____ No _____ (please initial as appropriate)

II THE PLANNING PROCESS

With respect to **Financial Planning Services**, the IAR will follow this process before implementing any financial planning recommendations:

- **DATA SESSION**: You will provide the IAR all appropriate financial and personal data.
- **ANALYSIS**: the IAR will analyze the data and documents provided, evaluate your ability to meet your objectives, offer observations, identify problems and recommend strategies and tactics for your consideration.
- **WRITTEN PLAN**: On the basis of the data you provided and the objectives chosen, the IAR will prepare and present a Personal Financial Plan summarized in written form. With respect in **Investment Advisory Services**, an Investment Policy Statement will be prepared in advance which outlines the responsibilities of
- the respective parties to this agreement.

III COMPENSATION

- This Agreement assumes that you have agreed to one or both of the Wealth Management Services described. If this Agreement calls for **Financial Planning Services**, we will provide a

formal Personal Financial Plan and consulting in exchange for an estimated annual retainer fee of \$_____.

- One half of this annual fee is payable in advance upon presentation of the *initial* written Financial Plan, with the balance payable upon delivery of the final Plan. For annual retainer fees, the complete balance is due annually on the date of this signed agreement or can be paid quarterly from advisory fees attributable to “assets under management” or **Investment Advisory Services**.
- For **Investment Advisory Services**, the fee is an annualized fee (“account fee”), agreed upon in advance, payable quarterly in an amount equal to one-quarter (25%) of the annual fee. It will be calculated as a percentage of the average daily market value of the assets in your account each quarter unless, under certain conditions, it is calculated monthly and charged monthly, in which case it will be one-twelfth (.083333%) of the annual fee. These fees for **Investment Advisory Services** will be charged either in advance or in arrears as determined by the investment management program chosen by you, the Client.
- The account fee reflects charges for all **Investment Advisory Services** provided by Florida Wealth Advisors, LLC. In the event you elect not to use our **Investment Advisory Services**, resulting in fees as described above for “assets under management”, then the annual retainer fee for **Financial Planning Services** will be invoiced directly to you.
- Additionally, you authorize us to debit any **Investment Advisory Service** fees payable to us directly from your account(s). You agree that the fees will be payable from the redemption or withdrawal of shares of any money market account or balances in any money market fund within the account. In the event that any balance in money market accounts are insufficient to pay the advisory fees, you hereby authorizes us to rebalance the account(s), such that the balance in any money market fund is sufficient to pay the advisory fees. Any additional withdrawals will be made only by specific authorization from you.
- Custodial fees or transaction costs charged by your account(s) custodian, which may be incurred by implementing the IAR’s recommendations, are not included in the fees charged Florida Wealth Advisors, LLC. Some investment products which the Client may choose may charge their own advisory fees and/or other expenses as set forth in the product description or prospectus.

IV CLIENT’S RESPONSIBILITIES

You, as our Client, agree to provide financial information regarding pertinent matters as requested by the IAR. You also agree to discuss any needs and goals and projected future needs candidly with the IAR and to keep the IAR informed of all changes in your personal and financial situation, objectives and goals. You, the Client, acknowledge that we and the IAR cannot adequately perform our services on your behalf unless and until you perform your responsibilities, and that the analysis and recommendations we make are based on the information provided by you. You also agree to permit the IAR to consult with and to obtain information about you from any of your accountants, attorneys, and any other advisors or financial service providers as deemed necessary to collect all relevant information. The advisor and IAR shall not be required to verify any information obtained from you, from your attorney, your accountant, or other advisors, and we are expressly authorized to rely on such information.

V VALIDITY OF FINANCIAL PLANNING ADVICE AND FINANCIAL PLAN

You, the client, understand that the recommendations given during any financial planning consultation or contained in any written financial plan or plan update are *valid only* as of the date

of the consultation, plan or plan update, and are not valid for any period of time beyond such date.

VI IMPLEMENTATION OF YOUR FINANCIAL PLAN

If you are contracting for **Financial Planning Services** only from us, then you understand we are recommending only general categories of investments and/or other actions which you should take to achieve your financial objectives. If, however, you are contracting for **Financial Planning Services** and Investment Advisory Services from us, then we will make recommendations for specific investments and other financial products through which we believe a plan can be implemented. It is possible the implementation will result in products which result in the payment of commissions, such as life insurance or long term care coverage. We will also, at your request, facilitate and coordinate the necessary steps to implement the plan in conjunction with your attorney, accountant and other pertinent advisors. Our services are purely analytical and advisory only and do not include any legal, accounting or other professional services.

VII CONFIDENTIALITY or PRIVACY POLICY

The Client acknowledges receipt of the **Privacy Policy** as published by Florida Wealth Advisors, LLC. This Agreement establishes a legal relationship between us, and you will be requested to furnish personal and financial information to be used to assess all aspects of the planning process. This may include any and all private, personal information, transactions, investment holdings, cash balances, margin balances, customer statements, medical information, and legal status. Except as you otherwise agree or as is required by law, we will keep confidential all non-public information concerning your identity, financial affairs or investments. You can find this document at <http://www.kendziorfinancial.com/document/?id=3>

VIII BASIS OF ADVICE

Client acknowledges that we, the advisor and the IAR, obtain information from a wide variety of publicly available sources. The recommendations developed by us are based upon our professional judgment and the experience and judgment of the individual IAR. Neither of us has the ability to guarantee the results of any recommendations. You have the ability, at all times, to elect to unilaterally follow or ignore, completely or in part, any information, recommendation, or counsel given by the advisor and its IARs under this Agreement. We will not advise you or act for you in any legal proceedings involving any securities held for your account or the issuers of those securities. In addition, you hereby hold us harmless for any and all damages arising out of actions taken or not taken by us in reliance on the information you provide us.

IX MAJOR REVISIONS, ONGOING SERVICES, OR PLAN UPDATES

If at any time your plan requires a major revision (resulting from, for example, the sale of a business or divorce) an additional fee may be charged. We will quote this fee to you and receive consent to the fee from you in advance of performing any work on the revision.

X RECEIPT OF DISCLOSURE STATEMENT or BROCHURE

The Client acknowledges receipt of the advisor's **Disclosure Statement**. This document is a legal substitute for Form ADV, Part II, which has been prepared and delivered in accordance with the Investment Adviser's Act of 1940, as amended, and the rules thereunder.

- The **Disclosure Statement** contains important information concerning the background and organization of the Advisor and its key people. It also describes possible conflicts of interest.
- Client should be aware of the multiple roles which Florida Wealth Advisors, LLC. plays as financial advisor, investment advisor and financial planning consultant.

XI LEGAL AND ACCOUNTING SERVICES

It is expressly understood and agreed that the Advisor and its IAR's will not prepare accounting or legal documents for the implementation of the Client's financial and investment plans or with respect to estate planning. The Client agrees that his/her personal attorney and/or accountant solely shall be responsible for rendering and/or preparation of

- All legal and accounting opinions and determinations,
- all legal and accounting documents.

XII TERMINATION

You have the right to cancel this Agreement at any time by notifying us in writing. We may also cancel this agreement at any time by written notice to you. Our authority under this Agreement will remain in effect until you change or cancel it in writing. Your death, disability or incompetence will not automatically terminate or change the terms of this Agreement. However, your executor, guardian, attorney-in-fact or other authorized representative may cancel this Agreement by giving written notice to us. Additionally, you may terminate your commitment to **Financial Planning Services** within five (5) business days of signing the Agreement and owe no fee. However, if after the first five (5) business days and before the end of the first thirty (30) days following the signing of this Agreement, you terminate the Agreement, you will owe Florida Wealth Advisors, LLC. for time spent in preparing the plan up to the point of termination, based on a flat fee of \$200 per hour.

XV ASSIGNMENT

This agreement may not be assigned to a third party (within the meaning of the Advisers Act) by us without your consent. For purposes of determining your consent in the event of an assignment, we will send you written notice of the assignment. If you do not object in writing within sixty (60) days of sending of such notice, you will be deemed to have consented to the assignment. Subject to the first sentence of this section, this Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assignees of the respective parties.

XV GOVERNING LAW

The Advisor represents and warrants that we are registered as an investment adviser under the Investment Advisers Act of 1940, as amended (Advisers Act). In addition, we are authorized pursuant to Chapter 517, Florida Statutes, to act as an investment adviser. The internal law of the State of Florida will govern this Agreement. However, nothing in this Agreement will be construed

contrary to the Advisers Act or any rule or order of the Securities and Exchange Commission under the Advisers Act.

XVI RISK OF INVESTMENT ADVISORY SERVICES

We cannot guarantee the future performance of your account(s), promise any specific level of performance or promise that our investment decisions, strategies or overall management of your account will be successful. Any investment decisions we assist you in making are subject to various market, currency, economic, political and business risks, and will not necessary result in a profit. Except as otherwise provided by law, we will not be liable to you for any loss (i) that you suffer as a result of our good faith decisions or actions where we exercise the degree of care, skill, prudence and diligence that a prudent person acting in a fiduciary capacity would use; (ii) caused by following your instructions; or (iii) caused by your Custodian, any broker/dealer to which we direct transactions for your account, or by any other person. Nothing in this Agreement, express or implied, shall in any way constitute a waiver or limitation of any rights which you may have under any Federal or State securities law or ERISA, if applicable, or excuse the breach of any fiduciary duty legally owed to you as our Client.

XVII YOUR AUTHORITY TO HIRE US

By signing this Agreement, you represent to us that you have the legal authority and capacity to hire us to provide you with either or both **Financial Planning Services** and **Investment Advisory Services**.

By our signatures, we agree to the terms of this Agreement.

Today's date: _____

Client Signature

Name Printed

Client Signature

Name Printed

Your Address of Record: _____

Your Social Security or Tax ID Number: _____

Florida Wealth Advisors, LLC.

By: _____
Richard A. Kendzior, CLU, ChFC date
Investment Advisor Representative