



Sowell Management's Financial Planning Agreement

This Financial Planning Agreement is made this ____ day of _____, 20__, between Sowell Financial Services, LLC d/b/a Sowell Management ("Sowell"), an investment adviser registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940, and _____ (the "Client"). Client desires to retain SOWELL and its Investment Advisor Representative ("IAR") to provide financial planning services in accordance with the terms and conditions of this Agreement. This Agreement is intended to outline the responsibilities of the parties with regard to the financial planning services to be provided by SOWELL.

Services

Client agrees to provide SOWELL with all current material and information pertinent to his/her financial and investment situation. All investment recommendations shall be made by SOWELL based on the information (insurance policies, will, tax returns, investment statements, and other documents) provided as well as the Client's time horizon, risk tolerance, financial position and needs. It will be the Client's responsibility to advise SOWELL of any changes that occur in financial situation or investment objectives of the account(s). SOWELL will rely upon this information in managing Client accounts without any duty or obligation to investigate the accuracy or completeness.

Past performance of investments recommended by SOWELL should not be construed as an indication of future results. SOWELL emphasizes and Client acknowledges that investment returns, particularly over shorter time horizons, are highly dependent on trends in the various investment markets. Thus, SOWELL's financial planning services are intended only for long-term investment objectives or strategies, rather than for short-term trading purposes, unless the client specifically requests short-term advice. Client further understands that there can be no guarantees that Client's investment objective(s) will be achieved. Client can at their discretion follow or disregard any information or recommendations. Client makes, and is fully responsible for, all decisions related to advice given.

Client can choose a Comprehensive Financial Planning service or Select Financial Planning services as discussed below. Client should determine which services are desired and initial as notated.

Comprehensive Financial Planning

_____**Client Initials**

After review of important Client information and objectives and mutually agreed upon assumptions, SOWELL will analyze Client's financial situation including: net worth (assets-liabilities), cash flow (current and projected), risk management, investment portfolio, and any other particular needs as requested by Client, i.e. insurance and/or retirement needs, and estate planning and tax considerations. Upon completion of the analysis, SOWELL will make recommendations including suggested strategies to help achieve Client's stated objectives. SOWELL will provide Client with a written report of all analysis and recommendations. In the event Client wishes to engage SOWELL to



provide additional services, mutually established terms will be agreed upon for the continuation of services.

Select Financial Planning

_____ **Client Initials**

SOWELL will review all pertinent Client data and objectives and mutually agreed upon assumptions and will prepare an analysis limited to the topics below as selected by the Client. SOWELL will provide Client with a written report of the analysis and recommendations to assist Client in meeting his/her stated objectives. In the event Client wishes to engage SOWELL to provide additional services, Client and SOWELL will establish mutually agreed upon terms for the continuation of services.

- ☐ Investment/Asset Allocation Planning
- ☐ Cash/Debt Management Planning
- ☐ Estate Planning
- ☐ Retirement Planning
- ☐ Business Owner Planning

- ☐ Risk Management Planning
- ☐ College Funding
- ☐ Tax Planning
- ☐ Insurance Needs
- ☐ Other _____

Limit of Service

SOWELL does not provide tax or legal advice, and recommends Client consult with their tax and/or legal advisor for such guidance. SOWELL is not qualified to prepare accounting or legal documents for the implementation of Client's financial plans which includes, but is not limited to; legal advice, opinions, determinations, documents, or tax returns, and accounting documents. Under the terms of this engagement, the SOWELL does not maintain discretionary authority on Client accounts and shall not act as custodian for any Client assets.

Fees

Fees for financial planning are calculated on either an hourly rate basis of \$_____ per hour or a fixed fee basis of \$_____. A minimum of one half (1/2) of the estimated fee is due to SOWELL in advance with the balance payable no later than at the time of the completion of work. Any fees paid in advance are refundable on a prorated basis for work not completed. If prepaid fees exceed \$1,200.00, then the work attributable such prepaid fees shall be completed no later than six (6) months from the date that the prepaid fees were received. Either party may terminate this Agreement for any reason upon receipt of written notice. Upon termination of a financial planning engagement, any earned, unpaid fees will be invoiced based upon the time spent and services rendered by SOWELL up to the time of termination. The Agreement is not assignable by SOWELL without the advance written consent of the Client. Client acknowledges that the IAR's of SOWELL may be licensed insurance agents and if so may receive normal and customary sales commissions and other income.

Term

Services are effective on the date this Agreement is executed and will terminate upon the delivery of services. Any modifications to the Agreement must be in writing and signed by both parties. In the event Client wishes to engage SOWELL to provide additional services, mutually established terms will be agreed upon for the continuation of services.

**Confidentiality**

All information and advice furnished by either SOWELL or Client to the other, including respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as required by law or by regulation, ruling or order issued pursuant to law. Confidential information will be maintained in accordance with SOWELL' Privacy Policy.

Brokerage Services

Clients wishing to implement the applicant's advice are free to select any broker they wish. Those wishing for the applicant to recommend a broker will get a recommendation based on the broker's costs, skills, reputation, dependability and compatibility with the Client.

Severability

Each section of this Agreement and any and every provision therein, shall be severable from every other section of this Agreement and any and every provision thereof. The invalidity or enforceability of any section or provision shall not affect the validity of any other section or provision of this Agreement.

Dispute Resolution

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration, in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This Agreement shall be governed by the laws of Arkansas.

Client should be aware that the following conditions apply to the Agreement to arbitrate set forth below: (i) arbitration is final and binding on the parties; (ii) the parties are waiving their right to seek remedies in court, including the right to jury trial; (iii) pre-arbitration discovery is generally more limited than and different from court proceedings; (iv) 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 arbitration panel is strictly limited; (v) the panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry; and (vi) the arbitration forum shall not be selected if traveling to its location would cause undue, not ordinary, hardship or financial expense to the Client.

Liability Limitation

Client agrees to supply SOWELL with complete, truthful and timely information relating to Client's financial goals. If in the event Client chooses not to follow the advice of SOWELL and implements a financial plan according to Client's own discretion, Client agrees to indemnify and hold harmless SOWELL and its employees from any and all liability that may be incurred by SOWELL as a result of its providing advice or management services to Client pursuant to the terms of the Agreement and shall reimburse SOWELL for reasonable attorney's fees or costs resulting from any claim or litigation.

**Client Authority**

Client warrants and represents that Client owns or is co-owner of all property deposited into the account(s) being considered and reviewed, that no one else has any interest (directly or indirectly) in the account(s), and that no restrictions on disposition exist to any such property.

If this Agreement is entered into by a trustee or other fiduciary, such trustee or fiduciary represents that the services to be provided by SOWELL are within the scope of the services and investments authorized by the governing instruments and/or applicable laws and regulations, and that such trustee or fiduciary is duly authorized to enter into, perform, and renew this Agreement. The trustee or fiduciary shall provide SOWELL with copies of the governing instruments authorizing establishment of the Account. The trustee or fiduciary undertakes to advise SOWELL of any material changes in his or her authority or the propriety of maintaining the Account.

Notices

Any notice, request, instruction, or other document to be given hereunder shall be in writing and delivered personally or sent by first class mail, postage prepaid, addressed, if to SOWELL, to the following:

Sowell Management
5320 Northshore Drive
North Little Rock, AR 72118

And, if to the Client, to the address set out on the signatory page below.

[The remainder of this page intentionally left blank. Signatory page to follow.]



This Agreement embodies all understandings and Agreements between the parties and may only be amended by written document executed by both parties. Pursuant to the Advisors Act, Client hereby acknowledges receipt of Form ADV Part 2A Brochure, Part 2B Supplemental Brochure, Part 3, and our Privacy Policy containing all information therein at least forty-eight (48) hours in advance of execution of this Agreement. If the appropriate disclosure statement was not delivered to Client at least 48 hours prior to Client entering into any written or oral advisory contract with SOWELL, then Client has the right to terminate the contract without penalty within five business days after entering into the contract.

Investment Advisor Representative

Date

Client(s)

(Print name)

(Print name)

(Signature)

(Date)

(Signature)

(Date)

Client's Legal Address
