



# FINANCIAL PLANNING AGREEMENT

Version Date: 01/01/2018

The undersigned ("Client"), being duly authorized, has established an Account/Relationship (the "Account"), and hereby agrees to engage Buffalo First Wealth Management, LLC ("BFWM") on the following terms and conditions.

#### ***I. Appointment of Buffalo First Wealth Management, LLC***

Client hereby appoints BFWM as Investment Adviser/Financial Planner for this relationship.

#### ***II. Services by BFWM***

By execution of this Agreement, BFWM hereby accepts the appointment as Investment Adviser for the relationship and agrees from and after the effective date, as referred to in the Schedule of Fees attached hereto as Exhibit II, to supervise, direct, and create a financial plan for Client that will outline Client's risks and tolerance levels. It is understood and agreed that BFWM, in the maintenance of records for its own purposes, or in making such records or the information contained therein available to Client or any other person at the direction of Client, does not assume responsibility for the accuracy of information furnished by Client or any other person, firm, or corporation.

#### ***III. Fees***

The compensation of BFWM for its services rendered hereunder shall be calculated in accordance with the Schedule of Fees attached hereto as Exhibit II. Client shall be given thirty (30) days' prior written notice of any increase in fees.

#### ***IV. Representations by Client***

The execution and delivery of this Agreement by Client shall constitute the representations by Client that the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law, or otherwise. BFWM will not be responsible for any liability or expense resulting from a breach of Client's representations.

#### ***V. Representations by BFWM***

By execution of this Agreement, BFWM represents and confirms that it is registered as an Investment Adviser in the state of New York.

#### ***VI. Amendment; Termination***

This Agreement contains the entire agreement between the parties and may not be modified or amended except in writing as executed by both parties. This Agreement shall continue in effect until the earlier of (i) BFWM delivery of a financial plan to Client, or (ii) termination by either party by giving to the other written notice. No assignment of the Agreement by BFWM shall be effective without the prior written consent of Client.

#### ***VII. Notices***

All notices and other communications contemplated by this Agreement shall be deemed duly given if transmitted to BFWM, 7606 Transit Rd., Suite 100, Buffalo, New York 14221, to the attention of its CEO and to Client at the address appearing below, or at such other address or addresses as shall be specified, in each case, in a written notice similarly given.


#### ***VIII. Governing Law***

The validity of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the state of New York except to the extent preempted by ERISA or other federal or state laws or regulations.

#### ***IX. Exhibits***

The following Exhibits are attached and are part of this Agreement: Exhibit I: Client's Written Investment Policy; Exhibit II: Schedule of Fees; and Exhibit III: Financial Planning Agreement.

#### ***X. Receipt***

 Client acknowledges receipt of Parts 2A and 2B of Form ADV and BFWM's Privacy Policy Statement; *and* Exhibit III; Divorce Planning Agreement.

#### ***XI. Consent to Electronic Delivery***

Client hereby consents to receive via e-mail or other electronic delivery method for various communications, documents, and notifications from BFWM. These items may include but are not limited to: all statements or reports produced by BFWM; trade confirmations; billing invoices; all Client brochures (Form ADV, Wrap Brochure, etc.); privacy policy statements; and any other notices or documentation that BFWM chooses to provide on an ongoing or

occasional basis. Client agrees to immediately notify BFWM of any changes to Client's e-mail address shown below or other electronic delivery address.

**XII. Assignment**

No assignment of the contract may be made by BFWM without the written consent of Client.

**XIII. Confidential Relationship**

All information and advice furnished by either party to the other shall be treated as confidential

and shall not be disclosed to third parties except as required by law and as described in BFWM's Privacy Policy Statement.

**XIV. Market Conditions**

Client acknowledges that BFWM's past performance and advice regarding Client financial plans cannot guarantee future results. **AS WITH ALL MARKET INVESTMENTS, CLIENT INVESTMENTS CAN APPRECIATE OR DEPRECIATE.** BFWM does not guarantee or warranty that services offered will result in profit.

**IN WITNESS THEREOF, the parties have executed this Agreement on the date stated below.**

**Representative of Buffalo First Wealth  
Management, LLC**

\_\_\_\_\_  
Client Name (print)

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

\_\_\_\_\_  
Adviser Signature                      Date

\_\_\_\_\_  
Client #2 Name (print)

\_\_\_\_\_  
Client #2 Signature                      Date

Client Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_ Email/s \_\_\_\_\_

## Exhibit I

### Written Investment Policy Statement Creation Date: 01/01/2014

#### Explanation and Overview

The following Investment Policy Statement (“IPS”) is designed to capture an initial picture and evaluation of the Client’s current financial situation, including their investment portfolio and assets. From this and other information obtained through Client/ Adviser interviews and meetings, the Adviser will provide guidance and make recommendations to assist the Client in deciding what changes, if any, may be needed regarding their assets, allocations of their assets, and investment portfolio(s). The IPS will serve as a “document of understanding” between the Adviser and the Client, which will need to be updated periodically in order to remain relevant.

The IPS is designed to do the following:

1. Define the Client’s current financial situation.
2. Gather Client’s investment profile information, including risk/reward tolerances, goals, and expectations.
3. Define the duties and responsibilities of the Client, the Adviser, and the Investment Manager or Investment Committee (if different from Adviser).
4. State, in writing, the Client’s investment goals, objectives, and constraints.
5. Describe proposed investment strategies and styles to be used by Adviser, if applicable.

It is the **duty of the Client** to provide the Adviser with all requested current financial and/or other information to the best of his/her/their abilities. The Adviser will use this information to develop this IPS and the investment recommendations or strategy used for the Client’s portfolios. The Client will also be expected to update the Adviser with any changes to the requested information that occurs in the future. The Adviser cannot be held liable for any inaccurate information provided by the Client.

It is the **duty of the Adviser** to treat the Client with a Fiduciary standard of care, meaning the Client’s interests will always be at the forefront, ahead of any individual Adviser representative or the Adviser. The Adviser will use various methods, including this IPS and Client interviews, conversations, and meetings to collect the information needed to create this IPS document and to recommend an action plan of investment strategies and/or portfolio investments that are designed to accomplish the Client’s goals and objectives.

As stated above, this IPS will be used to gather statistical information about the Client to help the Adviser structure portfolios that are consistent with the Client’s policies and goals as delineated in discussions between the Adviser and the Client.

## Exhibit II

**Fee Schedule**  
**Creation Date: 01/01/2014**

The following are the fees charged by Buffalo First Wealth Management, LLC for services provided:

**Fixed Fees**

The rate for creating client financial plans is between \$1,000 and \$15,000.

The negotiated rate is: \_\_\_\_\_.

**Hourly Fees**

The hourly fee for these services is between \$150 and \$350.

The negotiated fee is: \_\_\_\_\_.

**Representative of Buffalo First Wealth  
Management, LLC**

\_\_\_\_\_  
Client Name (print)

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

\_\_\_\_\_  
Client #2 Name (print)

\_\_\_\_\_  
Client #2 Signature                      Date

\_\_\_\_\_  
Adviser Signature                      Date

\_\_\_\_\_  
Chief Compliance Officer Signature      Date

**Exhibit III**

**Divorce Planning Agreement  
Creation Date: 01/01/2018**

1. I, \_\_\_\_\_, hereby retain Buffalo First Wealth Management, LLC to provide financial counseling in the matter of \_\_\_\_\_ . I agree to pay all fees and costs incurred.

2. **Hourly Fee Schedule:** It is mutually agreed that I shall be charged for services at the hourly rates as set forth below:

- Consultation and preparation .....\$175.00/hour
- Travel time (if required in court) .....\$50.00/hour
- Court, arbitration, and hearing .....\$200.00/hour

3. **Payment:** All charges will be due and payable in full upon receipt of invoice. In the event of a delay in final court orders, I/we agree to bring the account current within 30 days of being invoiced. Any invoice not paid within 30 days will be assessed interest at the rate of 18% per annum (1.5% per month) plus costs of collection

4. **Obligation to Provide Accurate Data:** I agree to provide Buffalo First Wealth Management, LLC with accurate, reliable, and complete financial statements and information. I understand Buffalo First Wealth Management, LLC will rely exclusively on such information provided. Consequently, I agree I will not hold Buffalo First Wealth Management, LLC accountable for any errors or omissions in its work product resulting from my failure to provide accurate, reliable, and complete financial information.

5. **Independent Legal Advice:** Buffalo First Wealth Management, LLC provides supporting financial information and evaluations to be utilized by the client(s) and the client’s selected divorce lawyer. Additionally, all work is deemed confidential and subject to all applicable lawyer-client privileges and work product productions.

(continued)

Exhibit III (continued)

**6. Buffalo First Wealth Management, LLC is not an attorney and does not provide legal advice.**

All information provided is financial in nature and should not be construed or relied upon as legal or tax advice. Individuals seeking legal or tax advice should solicit the counsel of competent legal or tax professionals knowledgeable about the divorce laws in their own geographical areas. Divorce financial planning is a fee-only process that does not involve investment advice, or securities or insurance transactions.

SIGNATURES INDICATE THE ABOVE HAS BEEN READ AND AGREED TO:

**Representative of Buffalo First Wealth  
Management, LLC**

\_\_\_\_\_  
Client Name (print)

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

\_\_\_\_\_  
Adviser Signature                      Date

\_\_\_\_\_  
Client #2 Name (print)

\_\_\_\_\_  
Chief Compliance Officer Signature      Date

\_\_\_\_\_  
Client #2 Signature                      Date