

# Motifplanning

**THIS FINANCIAL PLANNING AGREEMENT**, related schedule(s) (collectively the "Agreement") is between Thriving Musician LLC dba Motif Planning (the "Advisor", "TM" or "Motif Planning") and the undersigned client(s) (the "Client"). Client and Advisor are each referred to as a "Party," and collectively they are the "Parties." The Agreement shall be effective as of the date last signed by a Party ("Effective Date"). By signing this Agreement, the Client acknowledges engaging the Advisor to provide the advisory services.

1. **Services.** The Client hereby retains the Advisor and the Advisor hereby agrees to provide financial planning services to the Client in accordance with the terms and conditions set forth herein. This service involves working one-on-one with TM over an extended period of time. Through this ongoing arrangement, Clients are expected to collaborate with TM to develop and assist in the implementation of their financial plan (the "plan"). TM will monitor the plan, recommend any appropriate changes and ensure the plan is up-to-date as the Client's situation, goals, and objectives evolve. At the inception of the engagement TM and the Client will establish an Annual Client Service & Communications Calendar to outline specific topics to be covered throughout the year, including Financial Planning, Income Tax Planning, Investment Planning, Event/Education and Meeting/Contact.

Upon engaging Advisor for financial planning services, TM is responsible for obtaining and analyzing all necessary qualitative and quantitative information from the Client that is essential to understanding the Client's personal and financial circumstances; helping the Client identify, select, and prioritize certain financial goals while understanding the effect that pursuing one goal may have on other potential goals; assessing the Client's current course of action and alternative courses of action to identify required changes that provide the best opportunity for the client to meet their financial goals; developing & presenting financial planning recommendations based on the aforementioned actions while including all information that was required to be considered in preparing the recommendations; and ongoing monitoring of the Client's progress toward the goals and objectives that the recommendations are based around. These components all require in-depth communication with the Client in order for the planner to establish a financial plan and implementation strategy that provides the Client with the most appropriate options in pursuing their established goals and objectives.

Schedule B contains a full list of topics to be agreed upon by Client and Advisor.

2. **Trading Authorization.** Unless otherwise specified in a separate agreement, at no time will the Advisor maintain discretionary authority of the Client's account(s).
3. **Fees.** The fees for services under this Agreement shall be calculated and paid in accordance with the fee schedule set forth in Schedule A. No increase in the annual fee schedule shall be effective without prior Client consent. At all times, the Advisor will not require or solicit prepayment of more than \$500 six months or more in advance of rendering the services.
4. **Fee Deduction.** Fees are paid by electronic funds transfer.
5. **Client Responsibilities.** The Client is responsible for providing the Advisor with information

and/or documentation requested by the Advisor as it pertains to the Client's objectives, needs, goals, and any other information in order for the Advisor to perform its duties under this Agreement. The Client is responsible for notifying the Advisor if the information provided changes or becomes inaccurate at any time. The Client acknowledges the Advisor is unable to perform services adequately for the Client unless the Client fulfills these responsibilities diligently. The Advisor will not be required to verify any information obtained from the Client, Client's attorney, accountant or other professionals.

6. **Client Conflicts.** If this Agreement is with more than one individual client, our services shall be based upon the joint goals as communicated to us by the clients, collectively. Advisor shall be permitted to rely upon instructions and/or information TM received from either party, unless and until such reliance is revoked in writing. TM shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between clients.
7. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party.
8. **Limited Liability.** Federal and state securities laws impose certain obligations on persons acting in good faith, and as such, nothing in this Agreement shall result in any waiver of any or all of the rights which the Client shall otherwise enjoy under the federal and state securities laws.
9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas except to the extent that the federal securities laws shall otherwise be controlling.
10. **Venue.** In the event that any dispute shall arise by and between the parties, it is hereby agreed that any litigation, cause, suit, arbitration, mediation, or any other proceeding shall take place in Texas unless otherwise agreed to by the Advisor and the Client.
11. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement or the breach thereof that cannot be settled through mediation or other individual means, may be settled by arbitration, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Client understands that an agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum. Should both Parties voluntarily agree to arbitration, arbitration is final and binding on the Parties.
12. **Risks.** Advisor does not guarantee the future performance of any specific securities or recommendations that the Advisor may recommend. The Client understands that there are material risks associated with Advisor's investment strategies, and any or all investment recommendations and/or decisions made by Advisor may not be profitable.
13. **Term and Termination.** This Agreement begins upon the Effective Date and continues in full force until written notice is received by either party of its intention to terminate this Agreement. The Agreement may be terminated with written notice at least 30 calendar days in advance. In the event of early termination prior to the initial plan being delivered, fees will

be prorated and any unearned fees will be refunded to the Client. Upon termination, the fee will be prorated, based on the number of days services were provided, and refunded to the Client. The Advisor specifically reserves the right to terminate this Agreement at any time if the Client fails to pay fees in a timely manner, intentionally provides false or misleading information, or fails to cooperate with a request by the Advisor to provide information necessary to perform the services required under this Agreement.

14. **Electronic Communications and Notices.** Any notice given to a party in connection with this Agreement must be in writing and shall be effective upon receipt by the other party, if delivered to such party at either its mailing address or through email (at the email addresses provided in this Agreement or at a substitute email address provided by the respective party). The Client consents to electronic delivery of required disclosure documents, notices, and other communications by and to the Advisor. Note that if Client does not provide an email address, Client hereby consents to receive all notices in paper form. Client agrees to immediately notify Advisor of any changes to Client's email address. The Client may revoke its consent to receive communications electronically at any time by notifying the Advisor.
15. **Capacity to Contract.** The Client represents that he/she is of legal age. If the Client is a corporation, partnership, limited liability company or other organization, the individual signing this Agreement further represents that he or she is authorized to do so.
16. **Miscellaneous.** All paragraph headings in this Agreement are for convenience of reference only, do not form part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement. If any provision herein is or should become inconsistent with any present or future law, rule, or regulation of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, such provision shall be deemed to be rescinded or modified in accordance with any such law, rule or regulation. In all other respects, this Agreement shall continue and remain in full force and effect. No term or provision of this Agreement may be waived or modified unless in writing and signed by the party against whom such waiver or modification is sought to be enforced. This Agreement contains the entire understanding between Client and Advisor concerning the subject matter of this Agreement. To the extent that this Agreement is inconsistent with any other agreement governing the Client's Portfolio, the provisions of this Agreement shall govern.
17. **Confidential Relationship.** Information received by the Advisor from the Client will be kept confidential by the Advisor in a manner consistent with applicable law and with the Advisor's Privacy Policy. The Client acknowledges receipt of the Advisor's Privacy Policy. The Advisor will provide a copy of the Advisor's Privacy Policy annually or as required by law.
18. **Receipt of Form ADV.** Client acknowledges receipt of Part 2 of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Part 2A Appendix 1 of Form ADV, if the client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment adviser, then the client has the right to terminate the contract without penalty within five business days after entering into



## **SCHEDULE A: FEE SCHEDULE**

We charge a recurring fixed fee for Financial Planning services. Fees are paid monthly in advance, ranging from \$417 - \$4,170 per month. The fee range is dependent upon variables including the specific needs of the Client, complexity, estimated time, research, and resources required to provide services to you, among other factors we deem relevant. Fees are negotiable.

Motif Planning collects an initial fee of \$1,500 - \$25,000. The initial fee covers the initial construction of the comprehensive financial plan. This work will commence immediately after the fee is paid, and the length of time required to complete and deliver the plan is dependent on several factors including the needs of the Client, the Client's ability to provide any necessary information and documentation, as well as the complexity of their financial situation. Advisor may reduce or waive the initial fee at the Advisor's discretion. At no time do we require prepayment of \$500 or more six months or more in advance of rendering the services.

**The following describes the final fee arrangement agreed to by both parties:**

\$ \_\_\_\_\_ Initial Fee  
\$ \_\_\_\_\_ Monthly Fee

**Other Terms or Comments:**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature - Co-Client (if applicable)

\_\_\_\_\_  
Date

## **SCHEDULE B: FINANCIAL PLANNING TOPICS**

The Client may choose from one or more of the topics below to cover or other areas as requested and agreed to by the Advisor.

	Business Planning		Insurance
	Cash Flow and Debt Management		Investment Analysis
	College Savings		Retirement Planning
	Employee Benefits Optimization		Risk Management
	Estate Planning		Tax Planning Strategies
	Financial Goals		Other:

*A full description of each topic can be found in Advisor's ADV Part 2A.*

## CLIENT INFORMATION

### Contact

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Legal Name - Client

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Legal Name - Co-Client (if applicable)

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Email Address - Client

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Email Address - Co-Client (if applicable)

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Phone Number - Client

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Phone Number - Co-Client (if applicable)

### Residential Address

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Address - Client

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Address - Co-Client (if applicable)

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Address Line 2- Client

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Address Line 2 - Co-Client (if applicable)

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City - Client

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City - Co-Client (if applicable)

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State - Client

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State - Co-Client (if applicable)

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ZIP code - Client

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ZIP code - Co-Client (if applicable)

### Career

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Occupation - Client

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Occupation - Co-Client (if applicable)

### Referral

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Referred by - Client

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Referred by - Co-Client (if applicable)