

# FINANCIAL PLANNING & INVESTMENT MANAGEMENT AGREEMENT

## 1.0 Introduction

1.1 This Financial Planning & Investment Management Agreement (this “Agreement”) is entered into by the following parties:

1.1.1

CLIENT NAME

*For an applicable joint account holder, spouse, or domestic partner:*

CLIENT NAME

To the extent this Agreement is entered into between Adviser and more than one individual as listed above (e.g., joint account holders, spouses or domestic partners), such multiple individuals shall be referred to herein as a singular “Client” to reflect the fact that Adviser shall provide its services based on the joint and collective goals of such multiple individuals. In its sole discretion and without recourse from any individual listed above, and unless otherwise required by law, Adviser shall be entitled to rely on information and instructions solely provided by any individual listed above unless otherwise instructed in writing by all listed individuals. Each individual listed above acknowledges and agrees that any verbal or written communications with any respective individual listed above, or information and documents provided by or to any respective individual listed above, may be shared with such other individual(s) without recourse from any listed individual.

1.1.2 XY Investment Solutions, LLC (doing business as Momentous Wealth Advisors and referred to herein as “Adviser”), a registered investment adviser with a notice address of 24 East Main Street, Bozeman, MT 59715.

- 1.2 Client(s) and Adviser are each referred to as a "Party," and collectively as the "Parties."
- 1.3 This Agreement shall be effective as of the date last signed by a Party ("Effective Date").
- 1.4 Client desires to enter into this Agreement to receive certain financial planning and/or investment management services (the "Services") from Adviser, and Adviser desires to provide Client the Services as more fully described throughout this Agreement and applicable Exhibits.

## **2.0 Services, Responsibilities, and Limitations of Adviser**

### **2.1 Adviser shall:**

- 2.1.1 Provide Client Investment Management Services as more fully described and elected by Client in Exhibit A.
- 2.1.2 Provide Client with its Brochure and Relationship Summary at or prior to the time this Agreement is signed by Client. The Brochure is also referred to as Form ADV Part 2 and the Relationship Summary is also referred to as Form ADV Part 3.
- 2.1.3 Provide Client with a notice regarding its privacy policies (the "Privacy Notice") at or prior to the time this Agreement is signed by Client.
- 2.1.4 Provide Client with disclosures for all recommendations that are subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), including but not limited to the disclosures required by ERISA Regulation Section 2550.408b-2(c). These are also referred to as the ERISA disclosures, and are included as part of Adviser's Brochure and this Agreement.

### **2.2 Adviser shall not:**

- 2.2.1 Render legal, tax filing, or accounting advice under the terms of this Agreement.
- 2.2.2 Advise on or vote proxies for securities held in Client's account(s), and shall not advise on any elections related to legal proceedings, including but not necessarily limited to bankruptcies or class actions.

**2.3** To the extent Adviser renders the Services with respect to assets of the Client held in an account that is part of an employee benefit plan described in section 3(3) of ERISA, held in an account that is part of any other plan described in Section 4975(e)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), or held in an individual retirement account or other account described in Code Sections 4975(e)(1)(B) through (F), the following provisions shall apply:

**2.3.1** The Services are authorized by the governing documents of the plan or account described above;

**2.3.2** Adviser shall not act as or assume the responsibilities of a plan or account trustee, administrator, or recordkeeper;

**2.3.3** Adviser shall not have any discretion to interpret the plan or its governing documents, or to determine eligibility to participate in the plan or account; and

**2.3.4** Adviser acknowledges that it is a fiduciary under ERISA and the Code, shall render prudent investment advice that is in Client's best interest, shall avoid making misleading statements, and shall receive no more than reasonable compensation.

### **3.0 Responsibilities, Authorizations, and Representations of Client**

**3.1** Client shall provide Adviser with complete, current, and accurate information as requested by Adviser, with the understanding that Adviser will rely on information supplied by Client without independent verification.

**3.2** Client shall carefully review Adviser's Brochure and Privacy Notice, as well as the ERISA disclosures and the Relationship Summary, if applicable. Client hereby acknowledges timely receipt of Adviser's Brochure and Privacy Notice, as well as the ERISA disclosures and Relationship Summary, if applicable, at or before the time of entering into this Agreement.

**3.3** Client further acknowledges and understands that he or she will receive and is responsible for reviewing applicable disclosure documents sent directly from the Qualified Custodian or other investment product sponsors, depending on the particular types of investments held in Client's account(s).

**3.4** Client represents that he or she is of legal age. If Client is a corporation, partnership, limited liability company, trust or other organization, the individual(s) signing this Agreement further represents that this Agreement has

been duly authorized by the appropriate corporate or other action and is binding in accordance with its terms.

- 3.5** Client hereby consents to receive all notices, disclosure documents, reports, and other communications from Adviser electronically instead of in paper form. Such electronic communications may be delivered through email, a secure cloud-based document vault, or other internet-based transmission mechanisms. If Client does not consent to the electronic delivery of communications, and instead elects to receive communications in hard copy form, Client must separately notify Adviser in writing. Client may later withdraw his or her consent to electronic delivery in writing at any time. Each Party represents that it has all necessary hardware, software and connectivity for access to notices made via electronic means.
- 3.6** Client shall inform Adviser in writing of any practicable restrictions to be imposed on securities or other investment products to be held in Client's account(s), and may do so at any time. Adviser reserves the right to accept or reject Client's restrictions based on their reasonableness and Adviser's ability to implement such restrictions in the rendering of the Services.
- 3.7** Client expressly grants Adviser permission to report to a state securities regulator and/or state adult protective services any incident in which Adviser has a reasonable belief that financial exploitation of Client has been attempted or has occurred. Subject to applicable state laws, rules and regulations, Client further understands and agrees that Adviser may impose an initial delay of disbursements from Client's account(s) if Adviser has a reasonable belief that financial exploitation of Client has been attempted or has occurred. The delay might be extended at the request of either an authorized state securities regulator or state adult protective services.

## **4.0 Fees and Expenses**

- 4.1** Client understands and acknowledges that Client will pay certain fees to Adviser. Investment Management Fees are described in Exhibit A, and such Exhibit is incorporated as part of this Agreement. Client will also incur fees and expenses from other independent and unaffiliated third-parties, such as transaction fees, inactivity fees, check-writing fees, product fees and expenses, early redemption fees, certain deferred sales charges on previously-purchased mutual funds, margin fees, charges or interest and IRA and qualified retirement plan fees. Lower fees for comparable services may be available from other sources.

## **5.0 Risks, Conflicts, and Limitation of Liability**

- 5.1** Client understands and acknowledges that there are risks inherent in every investment and that these risks will vary from one asset class to another. Some investments may result in profits and other investments in losses. Past performance does not guarantee future returns, and Adviser does not guarantee any performance whatsoever based upon its recommendations or decisions. Financial planning and investment management recommendations and decisions made by Adviser are subject to various market, currency, economic, political and business risks, and financial planning and investment decisions and recommendations will not always be profitable. The risks associated with investment performance shall be borne solely by Client.
- 5.2** Client understands and acknowledges that there are certain conflicts of interest that exist with respect to Adviser. Such conflicts of interest are described in the Brochure and Relationship Summary of Adviser, which Client acknowledges he or she has received at or prior to the time of signing this Agreement. Client shall take time to review such Brochure and Relationship Summary to understand the conflicts of interest that exist and shall inquire with Adviser if Client has any questions or concerns. By signing this Agreement, Client hereby understands such conflicts of interest.
- 5.3** Adviser shall not accept the legal status of investment adviser or fiduciary for any of Client's assets that are outside the terms of this Agreement, for independent investment decisions made by Client with respect to Client's account(s), or for account(s) or assets that are otherwise not analyzed or managed by Adviser.
- 5.4** Client understands and acknowledges that Adviser shall base its financial planning recommendations, investment management decisions and recommendations, and other actions on information provided by Client as well as by Client's agents and representatives. Adviser shall not be liable for any misstatement, omission, or other instruction provided by Client or its agents or representatives, and Adviser shall be entitled to reasonable reliance on information provided to Adviser without independent verification.
- 5.5** Client understands and acknowledges that Adviser shall not be liable for Client's failure to inform Adviser in a timely manner of any material change to his or her financial circumstances that may affect Adviser's financial planning and/or investment management recommendations and decisions.
- 5.6** State and federal securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any

way constitute a waiver or limitation of any rights which Client may have under any state or federal securities laws.

## **6.0 Dispute Resolution**

- 6.1** If a dispute, controversy or claim arises among the Parties or any of their respective affiliates, the Parties shall first attempt to resolve the matter in good faith among themselves. If such efforts are unsuccessful, the Parties shall next submit the matter to any mutually agreed-to mediation service for mediation either virtually or in closest proximity to Bozeman, Montana, the costs of which shall be borne equally among the Parties.
- 6.2** All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- 6.3** *If the Parties cannot resolve the dispute, controversy or claim for any reason after mediation, any Party may commence binding arbitration either virtually or in closest proximity to Bozeman, Montana before a single arbitrator in accordance with the Arbitration Rules & Procedures of JAMS then applying. If a single arbitrator cannot be agreed to by the Parties, each Party shall nominate up to two arbitrators to JAMS (without identification of the nominating Party), and JAMS shall thereafter select a single arbitrator from the nominated arbitrators submitted by the Parties. Judgment on the award rendered by the arbitrator shall be final and binding, and may be entered in any court having jurisdiction thereof. The Parties understand that they are waiving their respective rights to seek remedies in court, including the right to a jury trial. This paragraph does not constitute a waiver of any right provided by the Investment Advisers Act of 1940 or other applicable federal or state securities laws. Client understands and acknowledges that he or she has had a reasonable opportunity to review and consider this arbitration provision prior to signing this Agreement.*

## **7.0 Miscellaneous**

- 7.1** This Agreement may not be assigned by Adviser without the prior consent of Client. Client understands that consent is provided either by Client's affirmative action or failure to object within thirty (30) days after receiving notice of the assignment or transfer.

- 7.2** This Agreement, including any Exhibits, may be amended, modified, rescinded or supplemented by Adviser upon not less than thirty (30) days' written notice to Client, at which point Client will be deemed to have consented to the continuation of the Agreement as amended, modified, rescinded or supplemented by Adviser. Adviser and Client understand and acknowledge that consent is provided either by affirmative action or failure to object within thirty (30) days after receiving notice of the amendment.
- 7.3** Client may terminate this Agreement without penalty within five (5) business days after the Effective Date upon written notice to Adviser, whereby all fees paid by Client to Adviser shall be refunded to Client. Client bears all liability for gains or losses in Client's account(s) during those five days. Thereafter, either Party may terminate this Agreement upon written notice to the other Party. Client shall be entitled to a pro rata refund of any pre-paid fees based upon the number of days in the applicable billing period before termination of this Agreement. To the extent fees are charged in arrears, Adviser shall be entitled to a pro rata amount of fees based upon the number of days in the applicable billing period before termination of this Agreement. This Agreement shall not automatically terminate in the event of Client's death or disability, and instead shall be given full force and effect to the extent permitted by law until such time as Adviser has received instructions to the contrary from Client's duly-appointed legal representative.
- 7.4** This Agreement, including any Exhibits, is governed by and construed in accordance with the laws of the State of Montana without regard to the conflict of laws provisions thereof, provided that neither this Agreement nor any provision herein shall be construed or otherwise interpreted in any manner inconsistent with the Investment Advisers Act of 1940 or ERISA (if applicable).
- 7.5** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such term or provision shall be automatically reformed and construed so as to be valid, operative, and enforceable while preserving its original intent. Such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 7.6** This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

**7.7** Each Party shall deliver all notices under this Agreement in writing and addressed to the other Party at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving Party from time to time in accordance with this paragraph). Each Party shall deliver all notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the notice has complied with the requirements of this paragraph. Each Party represents that it has all necessary hardware, software and connectivity for access to notices made via email.

~ The remainder of this page has intentionally been left blank. Signature page to follow. ~



## 8.0 Signatures

**8.1** Each Party agrees that the electronic signatures of the Parties included in this Agreement, whether digital or encrypted, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature shall be construed to include any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures and signatures obtained through a third-party electronic software service provider.

### 8.2 Signatures

CLIENT SIGNATURE

CLIENT PRINTED NAME

DATE

CLIENT SIGNATURE

CLIENT PRINTED NAME

DATE

**XY INVESTMENT SOLUTIONS, LLC**  
(DOING BUSINESS AS MOMENTOUS WEALTH ADVISORS)



SIGNATURE

**BRIAN MULLER**

PRINTED NAME

**FINANCIAL ADVISOR**

TITLE

DATE

## **EXHIBIT A: INVESTMENT MANAGEMENT SERVICES & FEES**

1. Adviser shall work with Client to understand Client's current financial condition, investment objectives, risk tolerance, future income needs, liquidity requirements, investment time horizon, investment restrictions (if any), and other information that is relevant to the management of Client's account(s) (which shall collectively comprise Client's "Investment Profile"). This information will be used to regularly and continuously manage one or more of Client's brokerage accounts maintained at an independent and unaffiliated third-party custodial broker-dealer (the "Qualified Custodian"). Such investment management shall reflect Client's individual needs and objectives on a continuous basis for so long as this Agreement is in effect, and will allocate portions of Client's account(s) to various asset classes in accordance with Client's Investment Profile.
2. The specific account(s) subject to Adviser's management and oversight shall be specifically designated by Client and accepted by Adviser in writing. Such account(s) are those to which Adviser is linked through the Qualified Custodian. Client agrees to refrain from executing any transactions or otherwise self-directing any account(s) that have been designated to be under Adviser's management or oversight due to the conflicts that may arise. Adviser expressly disclaims any responsibility for any transactions unilaterally directed by Client, and reserves the right to discontinue its management and oversight of any account(s) in which Client has unilaterally directed transactions.
3. Adviser shall manage Client's account(s) on a discretionary basis. Client authorizes Adviser to be Client's agent and limited attorney-in-fact, and to take all other actions necessary or incidental to execute trading instructions in Client's account(s). This includes the discretionary authority to buy, sell, and otherwise transact securities and investment products in Client's account(s) without consulting Client in advance.
4. Adviser is authorized to provide instructions to the Qualified Custodian, and to take all other actions necessary or incidental to execute such instructions. Adviser will not be authorized to withdraw cash, securities or other assets from Client's account(s) without the signed written consent of Client, except as otherwise stated in this Agreement or as permitted pursuant to custody rules then in effect.
5. Though Adviser may recommend or require that Client's account(s) be maintained at one or more Qualified Custodian(s), and Adviser may assist Client with opening one

or more account(s) at such Qualified Custodian(s), Client retains ultimate responsibility for opening and/or maintaining Client's account(s) at its selected Qualified Custodian(s). Adviser shall not seek better execution services or prices from custodial broker-dealers other than the Qualified Custodian(s) selected by Client.

6. The Qualified Custodian shall send confirmations and monthly or quarterly account statements to Client with a copy to Adviser. Such statements shall, at a minimum, include identification of the amount of funds and each security in the Client's account(s) at the end of the statement period and set forth all of the activity in the account(s) during the period. It is highly recommended that Client review the account(s) statements provided by the Qualified Custodian and compare them against any supplementary reports provided by Adviser or another third-party. Should Client notice any discrepancies, fail to receive timely statements or have any questions, Client should contact Adviser immediately.

7. Investment Management Fee Schedule:

Assets Under Management	Annual Rate	Additional Notes
UP TO \$500,000	1.25%	
\$500,000 - \$2,000,000	.95%	
\$2,000,000 - \$5,000,000	.85%	
\$5,000,000 - \$10,000,000	.75%	
\$10,000,000 AND ABOVE	Negotiated	

8. Investment Management Fees are automatically deducted from Client's account(s) and payable with the timing, valuation, and frequency described below:

Timing

In advance

In arrears

Valuation

Average daily balance

Billing period ending value

Frequency

Quarterly

Monthly

- 9.** Initial fees are prorated based on the number of days that the Client's account(s) was open during the applicable billing period and subject to Adviser's management. Fees are based on the gross value of the assets held in Client's account(s) (securities, cash, cash equivalents, and excluding outstanding margin balances) and managed by Adviser pursuant to the valuation method elected above. Additional deposits of funds and/or any other securities will be subject to the same fee procedures.
- 10.** Individual accounts for immediate family members (such as spouses, domestic partners, and dependent children) shall be aggregated for purposes of calculating the Assets Under Adviser's Management and corresponding fees.
- 11.** Investment Management Fees may be adjusted from time to time upon not less than thirty (30) days' advance written notice to Client, after which such adjusted Investment Management Fees will be applied to Client's account(s).