

Use this form for providing advisory services on accounts custodied at LPL Financial. Please fill in all necessary fields within the Agreement. Client(s) must initial and date any modifications made to the Agreement after the Agreement is signed by the Client(s).

This Wealth Management Advisory and Consulting Agreement (“Agreement”), effective on the ____ day of _____ 20____ (date advisory services are scheduled to start) between the below signed party(ies) (hereinafter referred to as the “Client”); and IFP Advisors, Inc. d/b/a Independent Financial Partners, an investment adviser registered with the U.S. Securities and Exchange Commission (the “RIA”), doing business through the Investment Adviser Representative(s) identified in the signature block immediately following Section 24 (Page 7) below, and doing business as _____ (if applicable), collectively referred to herein as “Advisor”, and who have executed this Agreement in their capacity as Advisor for Client under the terms and conditions specified herein.

A. Client Information:

Client Name: _____ SSN /TIN: _____
 Joint Client/Custodian / Trustee Name: _____ SSN /TIN: _____
 Additional Client Name: _____ SSN /TIN: _____
 Additional Client Name: _____ SSN /TIN:: _____

B. List of Accounts, applicable Service Type, and Asset Based Fees under this Agreement (“Table of Accounts”):

#	Account Number	Service Type ¹ (1 or 2)	Discretion F/N	Advisor Fee(%)	Platform & Manager Fees(%)	Total Fee ² (%) / Tiered Schedule Name	RIA Acceptance
1							
2							
3							
4							
5							
6							
7							
8							

Billing Method: Billed via Custodian Billed Monthly Billed Quarterly Billed in Advance Billed in Arrears
 Billed by Advisor

C. Solicitor Arrangement

Is this Client relationship the result of referral from an approved Solicitor arrangement (fully executed IFP Solicitor Agreement on file)? Yes No

If Yes, please attach a copy of the applicable Solicitor Disclosure Statement signed by the Client(s).

D. Source of Funds:

Describe source of funds for these assets:

Cash: Brokerage: Advisory: Other: _____
 (Please describe other source.)

¹Service Types: Direct Management (“1”); and either on a discretionary basis “Full”(F), or a non-discretionary basis “None”(N); or Use of Outside Investment Advisors and/or Wrap Programs (“2”). See section 2 on next page for a fuller description of Services under this Agreement.

²“Total Fee” is the sum of the “Advisor Fee” and, if applicable, the “Platform & Manager Fees” paid to the Third Party Money Manager. As disclosed in IFP’s ADV Part 2A, the maximum fee for assets under management is 2.5%.

I. RECITALS

- 1.1 The Client hereby appoints the Advisor as an investment advisor to perform the services set forth herein; and
- 1.2 The Advisor accepts such appointment; and
- 1.3 The Advisor shall be responsible for the implementation of the services for which it is engaged regarding those assets (which assets, together with all additions, substitutions and/or alterations thereto are hereinafter referred to as the "Assets" or "Account") designated by the Client in the Table of Accounts in section "B" on page one above to be subject to the terms and conditions of this Agreement.

2. SCOPE OF ENGAGEMENT

2.1 Investment Supervision-Direct Management

- a. On a discretionary basis, when designated "Full"(F) in the Table of Accounts in section "B" on page one above, Advisor may design, revise, and reallocate a custom portfolio for Client. Investments are determined based upon factors such as Client's investment objectives, risk tolerance, net worth, net income, age, time horizon, tax situation and other various suitability factors. Advisor is authorized to buy, sell, and trade in financial instruments and investment products, on margin or otherwise, and to give instructions in furtherance of such authority to a registered broker-dealer, other financial institution, and/or the Custodian (see section 4 for further information regarding Custodian) of the Assets.
- b. On a non-discretionary basis, when designated "None"(N) in the Table of Accounts in section "B" on page one above, Advisor may provide periodic recommendations to Client and if such recommendations are approved/authorized, Advisor will ensure that the authorized recommendations are carried out for Client. Subsequent to Client approval, Advisor is authorized to buy, sell, and trade in financial instruments and investment products, on margin or otherwise, and to give instructions in furtherance of such authority to a registered broker-dealer, other financial institution, and/or the Custodian (see paragraph 4 for further information regarding Custodian) of the Assets.
- c. In the event that Client elects to establish a margin account, Client shall refer to the margin disclosure provided by the applicable custodian.

2.2 Investment Supervision – Use of Outside Investment Advisors and Wrap Programs

- a. On a discretionary basis, as designated in the Table of Accounts in section "B" on page one above, Advisor may allocate all or a portion of the Assets, based upon Client's stated investment objectives, among other investment advisors.
- b. Advisor shall not have control over the specific investment decisions made by other investment advisors.
- c. The specific services provided by other investment advisors will be set forth in their Form ADVs and all such engagements will be subject to the other investment advisors' investment management agreement.
- d. This service involves Advisor's indirect management of Client's Assets; involving other investment advisors and wrap programs offered by such other investment advisors. Under this service, Advisor may select other investment advisors that may be sponsoring and/or managing wrap programs of their own and those other investment advisors will provide the specific management services related to Client's Assets.
- e. Advisor will retain the authority to hire and fire such other investment advisors.

2.3 Financial Planning

- a. Periodic review of the retirement planning component of Client financial plan may be available upon Client request and at the sole discretion of Advisor at no charge when Client has engaged Advisor for Advisor's Investment Supervision services as set forth above in paragraphs 2.1. These periodic reviews will cover only the retirement planning component of a financial plan.
- b. Additional reviews, aside from those described in paragraph 2.3.a, and ongoing implementation of a financial plan are not part of Advisor's standard financial planning service. These additional reviews and ongoing implementation activities may be available for an additional fee and will be expressly engaged under a separate agreement.

3. CLIENT ACKNOWLEDGEMENTS

- 3.1 The Client agrees to provide information and/or documentation by Advisor in furtherance of this Agreement as it pertains to Client's objectives, needs and goals, and to keep Advisor informed of any changes regarding same. The Client acknowledges that Advisor cannot adequately perform its services for the Client unless the Client diligently performs his responsibilities under this Agreement. Advisor is expressly authorized to rely on and act upon any information obtained from the Client, Client's attorney, accountant or other professionals, in connection with the terms of this Agreement;

- 3.2 Client acknowledges, understands and agrees that any and all information provided by Client in the LPL account opening documents for the account(s) referenced in this Agreement, including Client's investment objectives, risk tolerance, net worth, net income, age, time horizon, tax situation and other various suitability factors, are expressly incorporated by reference into and considered part of this Agreement as if such information were fully set forth at length herein.
- 3.3 Client authorizes Advisor to respond to inquiries from, and communicate and share information with, Client's attorney, accountant and other professionals to the extent necessary in furtherance of Advisor's services under this Agreement.
- 3.4 Client authorizes advisor to communicate and share Client's account information with Qualified Custodians (as defined below) and other third party entities, as necessary for the ongoing supervision and/or management of your account.
- 3.5 Advisor shall not be liable for any damages or losses caused by Advisor's recommendations, advice, allocations, or decisions resulting from reliance on representations made by the Client or by the Client's representatives, agents, or affiliates.
- 3.6 Client acknowledges that it has made an independent determination that the fees payable pursuant to this Agreement are reasonable and prudent.
- 3.7 The Client hereby acknowledges prior receipt of the firm's Privacy Notice and its disclosure documents, including but not limited to, Form ADV Part 2A ("Firm Brochure"), and Form ADV Part 2B ("Brochure Supplement"). Client further acknowledges that he has had a reasonable opportunity to review said disclosure documents prior to the execution of this Agreement.
- 3.8 In the event that this Advisory relationship is the result of a referral by a Solicitor, Client acknowledges prior receipt of the Solicitor's ADV Part 2B ("Brochure Supplement") along with the Solicitor Disclosure Statement attached herein, and in addition to the disclosure documents described in section 3.6 above. Client further acknowledges that he has had a reasonable opportunity to review all said disclosure document prior to execution of this Agreement.
- 3.9 Client acknowledges receipt and understanding of this entire Agreement and all provisions including those pertaining to pre-dispute arbitration set forth herein; and agrees to abide by the provisions set forth within this Agreement.

4. CUSTODIAN

- 4.1 The Assets shall be held by LPL Financial, an independent, Qualified Custodian not Advisor. At no time shall Advisor be considered the Custodian of any client Assets.
- 4.2 The term "Qualified Custodian" for purposes of this Agreement shall mean the financial institution referenced in section 4.1 above, which is the financial institution maintaining Assets of the Client.
- 4.3 The Advisor is authorized to give instructions to LPL Financial with respect to all trading activities deemed appropriate by Advisor and in connection with its services provided under this Agreement.
- 4.4 Client will have the opportunity to object to the fee amount or method of calculation of the fee by telephone or in writing, should the Client believe that such is erroneous.
- 4.5 The Client may revoke the fee deduction authorization granted in Section 5.2. in writing at any time.
- 4.6 LPL Financial, not Advisor, will send periodic statements (at least quarterly) showing all transactions occurring on behalf of the Client.
- 4.7 We do not request or accept the discretionary authority to determine the broker-dealer to be used for client accounts. Clients must direct us as to the broker-dealer to be used for all client securities transactions. In directing the use of a particular broker-dealer, it should be understood that we will not have authority to negotiate commissions among various broker-dealers, and best execution may not be achieved, resulting in higher transaction costs for clients. Not all advisors require their clients to direct brokerage.
- 4.8 Unless specifically requested and agreed to otherwise, LPL Financial shall generally hold Assets in an individual client account, separated from that of other Client assets or Advisor's assets.

5. ADVISOR COMPENSATION

- 5.1 For a description of Advisor's compensation ("Advisory Fees") please refer to LPL Financial's account opening documents for the LPL account(s) referenced herein.
- 5.2 Other fee considerations: The Advisor is authorized to instruct LPL Financial to deduct from Client's account(s), the appropriate dollar amount(s) necessary to satisfy the Advisory Fees in connection with its services under this Agreement. The Advisor shall not be entitled to cash or other Client Assets held by LPL Financial except those monies owed to Advisor in connection with the Advisor Compensation section of this Agreement.
- 5.3 Subject to LPL Financial's fee debit procedures, Advisory Fees will be payable first from free credit balances, if any, in the account and second, from the liquidation of any money market funds. If such assets are insufficient to satisfy payment of the Advisory Fees, you authorize Advisor to instruct LPL Financial to liquidate a portion of any assets in the applicable account to cover the Advisory Fee.

- 5.4 In addition to the Advisory Fees, and any custodial fees charged by LPL Financial, the Client may also incur, relative to certain investment products (such as mutual funds, variable contracts, direct participation programs), charges imposed directly at the investment product level (e.g. advisory fees, administrative fees, and/or other expenses).
- 5.5 Any custodial fees charged to the Client by LPL Financial are exclusive of, and in addition to, the Advisory Fees as defined herein.
- 5.6 Client acknowledges that he/she shall be solely responsible for the payment of the Advisory Fees and any other fees associated with the Assets.
- 5.7 Fees paid in advance will be considered earned by Advisor and non-refundable to Client up to the effective termination of this Agreement as described in Section 10 below. Upon receipt of a proper notice of termination ("Termination Notice") as described in Section 10, Advisor shall calculate a pro rata refund of any fees not yet earned by Advisor after the effective termination date of this Agreement. The pro rata refund will equal the total number of calendar days remaining in the billing period after the date of the termination of this Agreement to the end of that billing period divided by the total number of calendar days in that billing period. The result of that calculation will be multiplied by the total fee already paid for that quarter. The result of that calculation will represent the refund owed to Client. Refunds of advance payments owed back to Client shall be paid as soon as reasonably possible but not sooner than ten (10) business days after Advisor's receipt of a proper Termination Notice.
- 5.8 Advisor shall not be compensated on the basis of a share of capital gains or capital appreciation of the funds or any portion of the funds of the Client.

6. RISK ACKNOWLEDGMENT

Advisor does not guarantee the future performance of the investment product, strategy, or recommendations related thereto. Client understands that investment products may be subject to various market, interest rate, currency, economic, political and business risks, and that the purchase or sale of any investment products will not always result in profitable performance.

7. DIRECTIONS TO ADVISOR

- 7.1 Advisor may request that all directions, instructions and/or notices from the Client to Advisor be submitted in writing, including notification of a change in the Client's investment objective(s). The Advisor shall be fully protected in relying upon any direction, notice, or instruction until it has been duly advised in writing of changes thereto.
- 7.2 Client may want to purchase or keep certain assets selected by the Client in investment account(s) covered by this Agreement. These assets are "self-directed" assets. These "self-directed" assets will be held in the account as an accommodation to the Client, and will not be managed by the advisor under this Agreement. The Client shall maintain exclusive ongoing responsibility for monitoring the assets and the disposition of the assets. Correspondingly, the Client acknowledges and agrees that the Advisor shall not have any responsibility for the performance of any and all such securities. However, the Advisor may continue to include any such assets for purposes of determining Advisor's compensation.

8. ADVISOR LIABILITY

Except as otherwise provided by federal or state securities laws, Advisor, acting in good faith, shall not be liable for any action, omission, investment recommendation/decision, or loss in connection with this Agreement including, but not limited to, the investment of the Assets, or the acts and/or omissions of other professionals or third-party service providers recommended to the Client by Advisor, including a broker-dealer, investment advisor, Qualified Custodian, issuer, or other party. Advisor's services under this Agreement shall not apply to assets not contemplated by this Agreement. Under certain circumstances, federal and state securities laws impose liabilities on persons who act in good faith and, therefore, nothing contained in this Agreement shall constitute a waiver of any rights that the Client may have under federal and state securities laws.

9. ASSIGNMENT

This Agreement may not be assigned by either the Client or Advisor without the prior written consent of the other party.

10. TERMINATION

- 10.1 This Agreement may be terminated by either party by written notice to the other (email notice will not suffice), which written notice must be signed by the terminating party and received by the other party at least ten (10) days in advance of the requested termination date; or
- 10.2 The securities offering(s) in which the Client has invested are closed (as defined by the specific offering's offering memorandum).
- 10.3 Termination of this Agreement will not affect (i) the validity of any action previously taken by Advisor under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) Client's obligation to pay advisory fees (prorated through the date of termination). Upon the termination of this

Agreement, Advisor will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the Account.

I 1. NON-EXCLUSIVE SERVICES

Advisor, its officers, employees, and agents, may have or take the same or similar positions in specific investments for their own account(s), or for the accounts of other clients, as Advisor does for the Assets of Client. Client expressly acknowledges and understands that Advisor shall be free to render investment services to others and that Advisor does not make its investment services available exclusively to Client. Nothing in this Agreement shall impose upon Advisor any obligation to purchase or sell, or to recommend for purchase or sale, for or on behalf of Client any security which Advisor, its principals, affiliates or employees, may purchase or sell for their own benefit or for the benefit of any other client, if in the reasonable opinion of Advisor such investment would be unsuitable for the Client or if Advisor determines in the best interest of the Client it would be impractical or undesirable.

I 2. DEATH OR DISABILITY

The death, disability or incompetence of Client will not terminate or change the terms of this Agreement. However, Client's executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving ten (10) days advance written notice to Advisor in accordance with the termination provisions described herein. The Client recognizes that the Qualified Custodian or issuer may not allow any further transactions until such time as the necessary documentation is provided to the Qualified Custodian or issuer.

I 3. SEVERABILITY

Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in such jurisdiction or any other jurisdiction.

I 4. CLIENT CONFLICTS

If this Agreement is between Advisor and related clients (i.e. husband and wife, life partners, etc.), Advisor's services shall be based upon the joint goals communicated to Advisor. Advisor shall be permitted to rely upon instructions from either party with respect to disposition of the Assets, unless and until such reliance is revoked in writing to Advisor. The Advisor shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the clients.

I 5. DELIVERY OF FIRM DISCLOSURE DOCUMENTS AND OTHER INFORMATION REGARDING YOUR ACCOUNT(S)

Client authorizes Advisor to distribute Firm Disclosure Documents (Form ADV Part 2A, Form ADV Part 2B, and IFP's Privacy Policy Notice) in one or more of the following formats: i) in hardcopy paper format by hand-delivery, U.S. mail or commercial delivery service; ii) in portable electronic media (e.g., CD, DVD or Flash Drive) by hand-delivery, U.S. mail or commercial delivery service, accompanied by an IFP opt-out form in hardcopy paper format providing for the withdrawal of Client's consent to use of such media for Firm Disclosure Documents; or iii) via e-signature system when this Agreement is executed by Client using an approved e-signature system. For all other information regarding your account(s), Client authorizes Advisor to transmit such information via email to the email address provided in the custodian's applicable account opening documents or such other email address as may subsequently be provided by Client to the Advisor.

I 6. VERIFICATION OF CUSTOMER IDENTITY

Advisor may be required by federal law to take any necessary and appropriate measures to confirm the identity of Client. Advisor may obtain information such as Client name; Client address; Client date of birth; and Client identification number (i.e. driver's license number, passport number, etc.). Advisor may require Client to provide a copy of a current, government-issued photo identification. Advisor may perform a background check or a credit report in an effort to help confirm certain information provided by Client.

I 7. EMERGENCY CONTACT INFORMATION

John Whisenant, Chief Compliance Officer | (813) 341-0960 | john.whisenant@ifpartners.com

I 8. APPLICABLE LAW

This Agreement is governed, construed, and interpreted in accordance with the laws of the State of Florida, unless preempted by federal law. The parties agree that any arbitration under section 20 of this Agreement (or when applicable, legal suit, action or proceeding arising out of or relating to this Agreement that must be instituted and resolved in a State or Federal court)

must be conducted in Tampa, Florida, and each party irrevocably submits to the jurisdiction and venue in Tampa, Florida.

19. AUTHORITY

The Client acknowledges that she/he/they/it has (have) all requisite legal authority to execute this Agreement, and that there are no encumbrances on the Assets. The Client correspondingly agrees to immediately notify Advisor, in writing, if either of these representations should change.

20. ARBITRATION

20.1 Arbitration Provisions

- a. All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- b. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited. Periodic review of a financial plan may be available upon Client request and at no charge only if Client has engaged Advisor for Advisor's Investment Supervisory services as set forth above in paragraphs 2(a) and 2(b). These periodic reviews will cover only the retirement planning component of a financial plan.
- c. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- d. The arbitrators do not have to explain the reason(s) for their award.
- e. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- f. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- g. The arbitration forum rules in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.
- h. The arbitration forum shall not be selected if traveling to its location would cause undue, not ordinary, hardship or financial expense to the Client.
- i. The arbitrator and/or arbitration panel shall be bound by section 24.3 of this Agreement and shall not award indirect, special, consequential, exemplary, or punitive damages.

20.2 Important Arbitration Notices

- a. If Advisor seeks to compel arbitration of such claims, Advisor must agree to arbitrate all of the claims contained in the complaint if the customer so requests;
- b. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein;
- c. You are entitled to keep a copy of this Agreement;
- d. You are entitled to request a copy of this Agreement at any time; and
- e. You are entitled to request the names of and information on how to contact or obtain the rules of all arbitration forums in which a claim may be filed under this Agreement.

21. OPTION WRITING

On very rare occasions, Advisors may use options as an investment strategy. An option is a contract that gives the buyer the right, but not the obligation, to buy or sell an asset (such as a share of stock) at a specific price on or before a certain date. An option, just like a stock or bond, is a security. An option is also a derivative, because it derives its value from an underlying asset. The two types of options are calls and puts.

Certain types of option trading are permitted in order to generate income or hedge a security held in the program account; namely, the selling (writing) of covered call options or the purchasing of put options on a security held in the program account. Client should be aware that the use of options involves additional risks. The risks of covered call writing include the potential for the market to rise sharply. In such case, the security may be called away and the program account will no longer hold the security. The risk of buying long puts is limited to the loss of the premium paid for the purchase of the put if the option is not exercised or otherwise sold by the program account.

22. ACCOUNT VALUATION

Management fees for services described herein are billed in advance, at the beginning of each calendar quarter, based upon the billable balance on the last day of the previous calendar quarter, pro-rated for additions and withdrawals, or in arrears, at the end of each calendar quarter, based upon the billable balance on the last day of that calendar quarter, pro-rated for additions and withdrawals.

Specific fee arrangements and calculation methods are set forth in the Table of Accounts in section "B" on page one above.

23. PROXIES

As a matter of firm policy, we do not vote proxies on behalf of clients. Clients shall receive their proxies and other solicitations directly from their custodian or transfer agent and retain sole responsibility for voting. However, our Advisors may provide clients with consulting assistance regarding proxy issues if such assistance is sought.

24. GENERAL PROVISIONS

- 24.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior negotiations, agreements, and understandings between the parties as to its subject matter. Each party acknowledges that, in entering into this Agreement, it does not do so on the basis of or in reliance upon any representations, promises, undertakings, warranties or other statements (whether written or oral) of any nature except as expressly provided in this Agreement.
- 24.2 Modification. This Agreement may only be amended by a written document duly executed by all parties.
- 24.3 Limitation of Remedies. The parties shall not be liable for indirect, special, consequential, exemplary, and punitive damages.
- 24.4 Non-Waiver. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach, default, or waiver of this Agreement or any provision of this Agreement.
- 24.5 Third-Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties to this Agreement.
- 24.6 Headings. All headings are for ease of reference only and in no way will be understood as interpreting, decreasing or enlarging the provisions of this Agreement.
- 24.7 Counterparts. This Agreement may be executed in counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission, by e-mail delivery of a PDF format data file, or via other electronic means approved by IFP, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or PDF signature page were an original.

This Agreement contains a pre-dispute clause located in Section 20 herein titled "Arbitration"

Client(s) Signatures

Client Signature: _____ Date: _____ Print Name (and title, if applicable): _____	Joint Client Signature: _____ Date: _____ Print Name (and title, if applicable): _____
Joint Client Signature: _____ Date: _____ Print Name (and title, if applicable): _____	Joint Client Signature: _____ Date: _____ Print Name (and title, if applicable): _____

Advisor(s) Signatures

IAR Signature: _____ Date: _____ Print Name: _____	Joint IAR Signature: _____ Date: _____ Print Name: _____
Joint IAR Signature: _____ Date: _____ Print Name: _____	RIA Signature: _____ Date: _____ _____
IAR ID / Split ID: _____	