

Consulting, Advice, Leadership, and Coaching Agreement

for

Southwestern Advisory Group

This Agreement is mutually entered on this _____ day of _____, 2024, by the advisor, Southwestern Advisory Group, (after this referred to as “advisor,” “our firm,” “we,” “Southwestern,” “SwAG,” or “us”), through its advisory representative (“consultant,” “advisor,” or “fiduciary”) and the undersigned party (“client,” “clients,” or “you”). In consideration of the mutual benefits to be derived from this Agreement, it is understood and agreed as follows:

1. SERVICES

Our mission at Southwestern Advisory Group is to be the most trusted brand in financial advice®. To deliver on this mission, our firm provides a variety of proprietary, standalone Consulting, Advice, Leadership, and Coaching (“CALC”) services, solely focused on the efficient management of our client’s energy, time, and resources.

Our process begins through fundamental analysis and the establishment of a documented foundation of each client’s unique financial picture. We then collaborate with them to define their current goals and objectives so that they, too, can be recorded with complete clarity. After confirming your goals and objectives are in alignment with your values, our team will design and recommend the most beneficial strategies and solutions required to provide you with a focused path towards attaining – and maintaining – financial independence.

Consulting services will typically involve preparing a written deliverable and/or rendering face-to-face, or virtual, consultation(s). Our client engagements are generally with individuals, trustees, institutions, businesses, and non-profit clientele, including, but not limited to delivering recommendations that encompass financial independence, budgeting, cash flow, cash management, financial protection, accumulation, growth, distributions, income, legacy planning, estate planning, charitable gifting, windfall wealth, structured settlements, traditional, alternative, and derivative investments, packaged investment products, insurance products, portfolio expense management, and mitigation, portfolio benchmarking, asset allocation, tax planning, strategy, diversification, executive compensation, stock options, qualified retirement plans, employee benefits, succession planning, exit planning and execution, entrepreneurial ventures, capital raising, and captive insurance.

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Financial Independence | <input type="checkbox"/> Traditional Investments | <input type="checkbox"/> Executive Compensation |
| <input type="checkbox"/> Budgeting and Cash Flow | <input type="checkbox"/> Alternative Investments | <input type="checkbox"/> Stock Options |
| <input type="checkbox"/> Cash Management | <input type="checkbox"/> Derivative Investments | <input type="checkbox"/> Qualified Retirement Plans |
| <input type="checkbox"/> Financial Protection | <input type="checkbox"/> Investment Products | <input type="checkbox"/> Employee Benefits |
| <input type="checkbox"/> Accumulation & Growth | <input type="checkbox"/> Insurance Products | <input type="checkbox"/> Succession Planning |
| <input type="checkbox"/> Distributions & Income | <input type="checkbox"/> Expense Mitigation | <input type="checkbox"/> Exit Planning and Execution |
| <input type="checkbox"/> Legacy & Estate Planning | <input type="checkbox"/> Benchmarking | <input type="checkbox"/> Entrepreneurial Ventures |
| <input type="checkbox"/> Charitable Gifting | <input type="checkbox"/> Asset Allocation | <input type="checkbox"/> Capital Raising |
| <input type="checkbox"/> Windfall Wealth Planning | <input type="checkbox"/> Tax Planning & Strategy | <input type="checkbox"/> Captive Insurance, and |
| <input type="checkbox"/> Structured Settlements | <input type="checkbox"/> Tax Diversification | <input type="checkbox"/> _____ |

Our firm may also refer client(s) to affiliated financial service companies, third-party accountant(s), attorney(s), or another professional specialist(s) as necessary, for non-CALC related services.

2. FEES

For this Agreement, “Advised Assets” and “Accredited Investors” will be defined using the United States Securities and Exchange Commission’s financial criteria for Accredited Investors – total net worth, excluding primary residence and related mortgage debt.

Southwestern Advisory Group consultants, analysts, specialists, administrative team members, or the firm will charge a one-time, upfront engagement fee upon execution of the agreement, and then hourly for all future and on-going customer service. With prior firm approval, some consultants and accredited investors may negotiate a flat fee instead of hourly billing.

Upfront engagement fees will be quoted by your consultant based on the complexity of your case, the scope of our engagement, and the experience of your consultant. Engagement fees typically cost between one percent (1%) and two percent (2%) of advised assets; however, our minimum engagement fee is fifteen hundred dollars (\$1,500). For clients with less than seventy-five thousand dollars (\$75,000) in advised assets, this minimum engagement fee will create a scenario where the upfront engagement fee will be greater than two percent (2%).

After the engagement fee has been collected, consultants, analysts, specialists, and administrative team members will track their time on your case and bill for CALC services on an hourly basis. If they are not working directly on your case, you will not be charged for CALC services. Your primary consultant will quote their hourly rates during the engagement process. Other Southwestern team members will invoice based on their hourly rate:

<u>Team Member</u>	<u>Hourly Rates:</u>
Advisors	\$125 - \$1,500
Analysts / Specialists	\$100 - \$500
Administrative	\$35 - \$175

Your primary consultant will request your approval before bringing other SwAG team members, affiliates, or third-party consultants, onto your case. Hourly fees are negotiable at the firm's discretion, but the total fees charged will be priced competitively based on your case's unique complexity, the scope of our engagement, and the value of team members' expertise. Southwestern does not require an annual maintenance fee for clients we do not bill on an hourly basis. We also do not require a retainer for CALC services if you custody a portion of your advised assets with an affiliated custodian of the firm. Hourly fees are invoiced monthly and due within fifteen (15) days of the invoice.

Client cases that require over four hundred (400) billable hours per calendar year across all Southwestern Financial Group, Inc.'s subsidiaries will receive a twenty percent (20%) discount on all billable hourly rates.

In addition to the engagement and hourly fees disclosed above, consultations that require travel will be billed based on the hourly rates quoted above. Reimbursement for travel expenses and per diem will also be billed at the beginning of the following month and due within fifteen (15) days of the invoice.

Mileage billed at the standard IRS rate, currently \$0.67 per mile. Per diem rates are \$75 per day. Airfare, car rental/car service, parking, and lodging will be invoiced at actual cost, and an image of our receipts will be available on request. Airfare will be business class. Lodging will be a basic room at a full or limited-service property. Car rentals will be a full-size sedan.

3. IMPLEMENTATION

Southwestern may recommend that you execute the advice and recommendations delivered per this Agreement through an affiliate, specific third-party custodian, investment advisor, investment product manufacturer, investment product distributor, retirement plan sponsor, broker-dealer, insurance agent, or insurance carrier; however, you are welcome to implement our advice and recommendations through the third-party custodian(s), investment advisor(s), investment product manufacturer(s), retirement plan sponsor(s), broker-dealer(s), insurance agent(s), or insurance carrier(s) of your choice.

4. POTENTIAL CONFLICTS OF INTERESTS

To be fully comprehensive of the solutions our firm can recommend, your consultant may be licensed as an insurance agent and/or registered representative of a broker-dealer. Recommendations made under the authority of these licenses, such as insurance(s) or investment product(s), could generate a sales commission to our firm.

Per this Agreement, your consultant and/or or firm, is REQUIRED to disclose all commissions our we may receive, in an actual dollarized value, prior to any commissionable recommendation being presented to you. Our firm will also apply ALL revenue delivered from any commissioned sale to your retainer account with Southwestern Advisory Group, which could prevent the need for our firm to invoice you for billable hours or travel reimbursements until that "commission credit" is depleted. You are also welcome, and invited, to request that Southwestern pay invoices from tax and legal advisors regarding your case with these credits.

To assist in the avoidance of any potential conflicts of interest regarding commissionable product sales, our consultants DO NOT possess, or exercise, any discretion with respect to client transactions that could generate a commissionable product sale. Our team members are not, and will not, be incentivized - monetarily or through gifts - to recommend transactions that could generate a commissionable product sale by our firm, third-party custodian(s), investment advisor(s), investment product manufacturer(s), investment product distributor(s), retirement plan sponsor(s), broker-dealer(s) or insurance

carrier(s).

5. LEGAL AND TAX SERVICES:

It is expressly understood, and agreed, between the parties of this Agreement, that our firm will not provide tax preparation or legal advice; nor prepare any tax or legal documents for the implementation of the client's objectives. The client is urged to work closely with their attorney(s), CPA(s), and/or tax preparer(s) when implementing recommendations from our firm.

We look forward to partnering with all your trusted professionals to coordinate the implementation of our recommendations.

6. TERM:

This Agreement shall renew automatically on an annual basis. Either party may terminate this Agreement at any time by providing written notice. Fees charged and retainers on deposit as of written termination notice will not be refunded. Termination assistance required by our firm will be invoiced on an hourly basis.

7. ARBITRATION:

This agreement contains a provision, which requires that all claims arising out of transactions or activities affecting the provision of services by our firm to the client (collectively referred to as "the parties") be resolved through arbitration in Erath County, Texas. The parties acknowledge, understand and agree that: (i) arbitration is final and binding, (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 potentially different, in form and scope from court proceedings, (iv) the Arbitration Award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of a ruling by the arbitrators is strictly limited, and (v) the panel of arbitrators will typically include a minority of arbitrators who were, or are affiliated, with the securities industry.

To the extent permitted by law, all controversies which may arise between the parties or any of their affiliated companies concerning any transaction arising out of or relating to this Agreement, or the construction, performance, or breach of this or any other agreement between us whether entered into prior to, on or subsequent to the date hereto, shall be submitted to arbitration conducted under the Rules of the American Arbitration Association.

Arbitration must be commenced by service upon the other party, of a written demand for arbitration or a written notice of intention to arbitrate. Judgment upon any award rendered by the arbitrator(s) shall be final and may be entered into in any court having jurisdiction. Any arbitration proceeding pursuant to this Agreement shall be determined pursuant to the laws of the State of Texas. This Agreement supersedes any and all preexisting agreements and/or understandings. 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; or 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.

The parties hereby submit to the in-personam jurisdiction of the courts of the State of Texas and the local courts located therein and expressly waive any defense to personal jurisdiction of the client by such courts - for the purpose of confirming, vacating or modifying any such award or judgment entered thereon. To the extent any controversy as above described is to be resolved in a court action, the parties expressly agree that such action shall be brought only in State or Federal courts in Texas and service of process in such action shall be sufficient if served on the parties by certified mail, return receipt requested, at the parties last address known to the other party. In this connection the parties expressly waive any defense(s) to personal jurisdiction of the parties by such court; to service of process as set forth above; to venue; and in addition, expressly agree that Texas is a convenient forum for any such action.

Nothing herein shall be enforceable to the extent that you waive any of your rights under state or federal securities laws.

8. ASSIGNMENT:

This Agreement may not be assigned - in accordance with relevant state statutes and rules - by either you or our Firm without the prior consent of the other party. You acknowledge and agree that transactions resulting in a change of firm ownership, control, or management shall not be considered an assignment pursuant to relevant state statutes and rules.

9. GOVERNING LAW:

All consulting, advice, leadership and coaching services shall be in compliance with relevant state statutes and rules regulating the services provided by this Agreement.

10. ACKNOWLEDGEMENT:

Client acknowledges receipt of Part 2 of Form ADV; at or before the time of signing this agreement in accordance with relevant state statutes and rules. You further acknowledge and consent that our firm may send any of its notices including our ADV Part 2 and Privacy Policy to the email address most recently provided by you. For the purposes of this provision, a contract is considered entered when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

11. CLIENT INFORMATION:

Name: _____

Street Address: _____

City, State, and Zip: _____

Client/Trustee Signature: _____ Date: _____

Printed Name: _____

Client/Trustee Signature: _____ Date: _____

Printed Name: _____

12. FIRM INFORMATION:

Name: Southwestern Advisory Group

Street Address: _____

City, State, and Zip: _____

Consultant Signature: _____ Date: _____

Printed Name: _____

Notes: _____
