



RIDGEWAY CONGER ADVISORY SERVICES, INC.
2123 MAIN ST. NEW WOODSTOCK NY 13122

FINANCIAL PLANNING/CONSULTING AGREEMENT

This agreement is entered into among _____ ("Client") and **Ridgeway Conger Advisory Services, Inc.** a registered investment adviser ("Adviser"). The Investment Adviser Representative ("IAR") providing planning/consulting services is _____.

By this agreement, Client retains Adviser and IAR to provide services in accordance with the following terms and conditions (the "Agreement").

1. Financial Planning/Consulting Services. Client has retained IAR, through Adviser, to provide financial planning/consulting services. The scope of such services may be comprehensive in nature, such as the preparation of a financial plan, or limited to consulting on specific financial matters. The services to be provided, along with the fees to be charged, are outlined in Schedule A of this agreement. Client authorizes Adviser to take such actions as may be necessary or proper in connection with the performance of its duties under this Agreement. Because the financial planning/consulting services will be based on the information that Client provides to Adviser, the completeness and accuracy of the information provided is essential. Client agrees to discuss with Adviser Client's current financial resources and projected needs, and to provide copies of any financial documents that Adviser may reasonably request as necessary to evaluate Client's financial circumstances and provide appropriate services. Client agrees to inform Adviser promptly, in writing, of any changes in the information Client provided to Adviser or in Client's circumstances that may affect the financial planning/consulting services provided to Client.

The financial planning services provided to Client by Adviser may encompass a wide variety of issues and topics. However, there may be instances where matters are beyond the scope of Adviser's area of expertise. Adviser reserves the right to decline to provide advice to Client about issues and topics outside its area of expertise. At Client's request, Adviser may provide recommendations to Client as to other sources of professional advice to address such matters.

2. Fees. The fees for Adviser's services reflect all time spent by Adviser gathering and compiling Client's information, conferring with Client, and/or any other activities directly associated with carrying out Adviser's obligations under this Agreement. The fees are negotiable and may be modified or changed by Adviser upon advance written notice to Client.

3. Potential Conflicts of Interest.

Adviser may be a registered representative of Ridgeway & Conger, Inc. and/or Adirondack Trading Group LLC, member FINRA & SIPC, an affiliated broker-dealer (“Broker”). If so registered, a potential conflict may arise between Client’s interests and Adviser’s interest in executing transactions through Broker. Client understands that he or she is under no obligation to implement the financial plan by executing transactions through Broker. If Client chooses at his or her sole discretion to effect transactions with Broker, Adviser may act as an agent for Broker. In connection with those transactions, Broker may collect transaction fees and Adviser may receive commissions separate from the financial planning fee charged by Adviser.

4. Implementation of Recommendations. Client understands that they have sole responsibility for determining whether to implement any recommendations made by Adviser in any financial plan. There is no requirement that Client implement any of the recommendations or otherwise conducts business through Adviser. If Client chooses to use Adviser to implement any recommendations, these activities are separate and distinct from the financial planning/consulting services provided or contemplated under this Agreement. **Any account subsequently opened, or currently maintained, by Client at Adviser, whether or not related to or arising from the financial consulting services, shall be governed by the documents relating to such account and shall not be covered by this Agreement** Client also understands that they are solely responsible for all commissions and other transaction charges and any charge relating to brokerage, banking, custodial, or insurance services. These charges are independent and separate from the financial planning fees charged by Adviser.

5. Non-Exclusive Relationship. Client acknowledges and agrees that Adviser may provide services to other clients and receive fees for such services. The advice given and the actions taken with respect to such clients and Adviser’s own account may differ from advice given with respect to Client.

6. Assignment. This Agreement shall be binding on Client’s heirs, executors, successors, administrators, conservators, and permitted assigns. Client may not assign (as that term is defined under the Investment Advisers Act of 1940, as amended) his or her rights or delegate his or her obligations under this Agreement, in whole or in part, without the prior written consent of Adviser. Adviser may not assign (as that term is defined under the Investment Advisers Act of 1940, as amended) this Agreement without Client’s consent.

7. Termination. This Agreement may be terminated by either party at any time without penalty upon receipt of written notice. Such termination shall not, however, affect liabilities or obligations incurred or arising from recommendations initiated under this Agreement prior to such termination, including the provisions regarding arbitration, which shall survive any expiration or termination of this Agreement. If Client terminates this Agreement within five (5) business days of its signing, Client shall receive a full refund of all Adviser fees. If this Agreement is terminated after five (5) business days of its signing, any prepaid Adviser fees shall be prorated and the unused portion shall be returned to Client.

8. Risk and Liability. Client recognizes that the financial plan described in this Agreement involves Adviser's judgment and that Adviser's views regarding the economy, securities markets or other specialized areas, like all predictions of future events, cannot be guaranteed to be accurate. Client represents that no party to this Agreement has made any guarantee, either oral or written, that Client's investment objectives will be achieved. Adviser shall not be liable for any action performed or omitted to be performed or for any errors of judgment or mistake in preparing the financial plan, in the absence of malfeasance, negligence, or violation of applicable law. Adviser shall not be responsible for any loss incurred by reason of any act or omission of Client, custodians, broker-dealers, or any other third party. Nothing in this Agreement shall constitute a waiver or limitation of any rights that Client may have under applicable state or federal law, including without limitation the state and federal securities laws.

9. Notice. Any notice or other communication required or permitted to be given pursuant to this Agreement shall be deemed to have been duly given when delivered in person, or sent by facsimile transmission (with hard copy sent by U.S. mail), sent by overnight courier (postage prepaid), or three days after mailing by registered mail (postage prepaid). All notices or communications to Adviser should be sent to Adviser's principal office address or at such other address as Adviser may designate in writing. All notices or communications to Client shall be sent to the address contained in the Client Questionnaire.

10. Governing Law. This Agreement and all of the terms herein shall be construed and interpreted according to the laws of the State of **New York**, without giving effect to principles of conflict of laws, provided that there is no inconsistency with federal laws.

11. Entire Agreement. This Agreement represents the parties' entire understanding with regard to the matters specified herein. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any party to any other party concerning the subject matter of this Agreement.

12. Severability. If any part of this Agreement is found to be invalid or unenforceable by statute, rule, regulation, decision of a tribunal, or otherwise, it shall not affect the validity or enforceability of the remainder of this Agreement. To this extent, the provisions of this Agreement shall be deemed to be severable.

13. Disclosure Documents. Client acknowledges receipt of: (a) Adviser's Client Brochure and applicable Brochure supplements and (b) Adviser's Notice of Privacy Practices, if any. Client also acknowledges that Client has reviewed and understands the risk factors and the fees associated with the Account. Client has the right to terminate this Agreement without penalty within five (5) business days after entering into the Agreement.

14. Amendments. Adviser shall have the right to amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Any such amendment shall be effective thirty (30) days after Adviser has notified Client in writing of any change or such later date as is established by Adviser. All other amendments must be in writing and signed by Adviser.

15. Representations.

- a. Adviser represents that it is registered as an investment adviser with the (Securities and Exchange Commission ("SEC) under the Investment Advisers Act of 1940, as amended and other states, as may be appropriate, and is authorized and empowered to enter into this Agreement.
- b. Client represents and confirms that: (i) Client has full power and authority to enter into this Agreement; (ii) the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law, or otherwise; and (iii) this Agreement has been duly authorized and shall be binding according to its terms.
- c. If this Agreement is entered into by a trustee or other fiduciary, such trustee or fiduciary represents that the financial consulting services to be provided by Adviser are within the scope of the services and investments authorized by the governing instruments of, and/or laws and regulations applicable to, Client. Such trustee or fiduciary further represents and warrants that he or she is duly authorized to negotiate the terms of this Agreement and enter into and renew this Agreement. The trustee or fiduciary shall provide Adviser with copies of the governing instruments authorizing establishment of the Account. The trustee or fiduciary undertakes to advise Adviser of any material change in his or her authority or the propriety of maintaining the Account.
- d. If Client is a corporation, partnership or limited liability company, the signatory on behalf of Client represents that the execution of this Agreement has been duly authorized by appropriate corporate action. Client undertakes to advise Adviser of any event that might affect this authority or the propriety of this Agreement.
- e. Client acknowledges and confirms that the services provided by Adviser under this Agreement shall not include recommendations or advice as to specific securities, insurance policies, annuities, or other investments, and shall not constitute "investment advice" as defined under the Employment Retirement Income Security Act of 1974, as amended ("ERISA") or the Internal Revenue Code of 1986, as amended ("IRC").
- f. Client represents and warrants that all financial and other information provided to Adviser is true and correct and may be relied upon by Adviser in providing services under this Agreement. Client agrees to inform Adviser in writing of any material change in Client's circumstances, which might affect the manner in which Client's assets should be invested, and to provide Adviser with such other information or documentation, as it shall reasonably request.

16. Confidentiality. Except as otherwise agreed to in writing, or as required by law, Adviser shall keep confidential all information concerning Client's financial affairs and investments.

17. Miscellaneous.

- a. The effective date of this Agreement shall be the date of its acceptance by Adviser.
- b. 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.

18. Pre-Dispute Arbitration. Any controversy or dispute that may arise between Client and Adviser concerning any transaction or the construction, performance or breach of this Agreement shall be settled by arbitration. Any arbitration shall be pursuant to the rules, then applying, of the American Arbitration Association, except to the extent set forth herein. The arbitration panel shall consist of at least three individuals, with at least one panelist having knowledge of investment advisory activities. The parties agree that any arbitration proceeding pursuant to this provision shall be held in a location as determined by the rules of the American Arbitration Association, and judgment upon the award rendered may be entered into in any court, state or federal, having jurisdiction.

-Arbitration is final and binding on all parties.

- The parties are waiving their right to seek remedies in court, including the right to a jury trial, except to the extent such a waiver would violate applicable law.

- Pre-arbitration discovery is generally more limited than and different from court proceedings.

- The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.

- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

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 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: (a) the class certification is denied; (b) the class is decertified; or (c) 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 Agreement to arbitrate does not entitle Client to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a court of competent jurisdiction. If at the time a demand for arbitration is made or an election or notice of intention to arbitrate is served, the claims sought to be arbitrated would have been barred by the relevant statute of limitations or other time bar, any party to this Agreement may assert the limitations as a bar to the arbitration by applying to any court of competent jurisdiction. Client expressly agrees that any issues relating to the application of a statute of limitations or other time bar are referable to such a court. The failure to assert such bar by application to a court, however, shall not preclude its assertion before the arbitrators.

NOTE: THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE WHICH IS LOCATED ON PAGE 5 AT PARAGRAPH 18.

Client and Adviser have executed this Financial Planning/Consulting Agreement on this _____ day of _____ 20____.

Signature of Investment Adviser Representative

Print Name

Title: _____

Firm/DBA: _____

Address: _____

Phone: _____

Client:

Name(s): _____

Address: _____

Signature(s): _____

Home office review and acceptance:

Signature

Title

Date

**FINANCIAL PLANNING/CONSULTING AGREEMENT
SCHEDULE A**

1. Services to be Provided. Adviser will provide Client with the following (please check one):

Preparation of a comprehensive financial plan. As an additional service, Client may choose to have Adviser review and update the financial plan annually or more frequently to adjust it for changes in Client's financial situation or investment objectives. Please indicate by initialing one of the options below whether Client would like Adviser to update and review the financial plan:

_____ The financial plan should be reviewed and updated as necessary, but in any event at least annually.

_____ The financial plan should not be reviewed and updated.

Consulting. Adviser will provide consulting/planning services on a limited scope basis. The specific services to be provided are outlined below (attach additional page if necessary):

2. Fee Arrangement. Adviser will bill for its services as follows:

Adviser will charge a fee of \$_____ for preparation of an initial financial plan. Adviser will charge an additional fee of \$_____ each time the financial plan is reviewed and updated if the Client has elected that option.

Adviser will charge a consulting fee of \$ _____ per hour or a flat rate of \$ _____.

Fees will be payable at completion of plan/consulting or \$_____ in advance (**maximum \$1,000.00**) with balance due at completion.

3. Signatures

Client

_____ Date

_____ Investment Adviser Representative

_____ Date

