



## Intent-to-Proceed Fee Acknowledgement & Retirement Consulting/Financial Planning Agreement

### Intent-to-Proceed Fee Acknowledgement

Whereas, Q3 Advisors offers a limited number of new client appointments, Client desires to secure a position on the schedule of one of Q3 Advisor's Certified Financial Planners. The intent-to-proceed fee insures Client timely access to Q3 Advisors.

Q3 Advisors acknowledges receipt of an intent-to-proceed fee of \$ 1,000 from \_\_\_\_\_ (Client) to be paid in connection with a Financial Planning Agreement (Agreement) for services to be rendered in the future by Q3 Advisors.

Client hereby indicates intent to engage Q3 Advisors to provide financial planning services, and Q3 Advisors agrees to provide services desired by Client in accordance with a separately executed Agreement.

The scope of services to be performed by Q3 Advisors are detailed in the Agreement, a sample of which has already been delivered, or will be provided to the Client within 24 hours of this receipt.

The fee for financial planning services is separate from this intent-to-proceed fee and will be agreed upon in the separate planning Agreement. Fees are payable by electronic transfer via Automated Clearing House (ACH) through Quickbooks, a secure payment processor, or by credit card upon request. If you choose to pay by credit card, you will be charged a 2% credit card processing fee. Your invoice will reflect the 2% fee in a separate line item. Regardless of payment method, we do not have access to credit card or bank account information, nor can we see those details.

Client and Q3 Advisors hereby acknowledge that the intent fee is not a part of any investment advice or financial planning advice.

**The Client understands and agrees that executing Intend-to-Proceed Fee Acknowledgement is not a contract for investment advisory services.**

**If Client does not move forward to engage Q3 Advisors as indicated by this Acknowledgement, the retainer fee is irrevocable and non-refundable.**

Evidence of timely performance by Client is demonstrated by all of the following conditions:

1) a signed Financial Planning Agreement within three days of this Acknowledgement.

2) payment of financial planning fees to Q3 Advisors within three days after completion of a scheduled data gathering meeting with an advisor of Q3 Advisors.

Q3 Advisors duties to perform are included in the Financial Planning Agreement.

Client and Q3 Advisors hereby acknowledge and agree that the intent fee has nothing to do with financial planning services offered.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Client Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Craig Wear, CFP®: \_\_\_\_\_

Q3 Advisors, LLC

# Q3 Advisors LLC

## Retirement Consulting/Financial Planning Agreement

By signature below, you agree to this Retirement Consulting/Financial Planning ("Agreement") made between Q3 Advisors, LLC d/b/a Craig G. Wear ("Craig Wear" "we" or "us"), and you, the undersigned Client as of the date set forth below. You hereby engage Q3 Advisors, and Q3 Advisors accepts such engagement, to provide you with Retirement Consulting/Financial Planning services, ("Services") as more fully described below. The Services provided by Q3 Advisors are for your personal use only and are not to be used or applied for any commercial or business purpose or to be distributed to others.

### Services to be provided by Q3 Advisors

Services include providing tailored retirement and personal tax or related consulting regarding the management of your financial resources based upon an analysis of your financial status, tax status, and objectives. Q3 Advisors will gather certain qualitative and quantitative information in preparation of your consultation. This data includes but is not limited to current course of action, annual income, net worth, income, taxes, and proposed retirement date. We will analyze the information provided to assess your personal and financial circumstances in preparation of consultations as needed, along with a written summary of recommendations and implementation steps, and email and phone assistance to you or your spouse.

Our written summary or reports rendered to clients includes specific observations and recommendations for a course of activity to be taken by clients regarding tax planning. These written summaries or reports provide tax saving strategies based on the financial and other information provided by the client. For example, recommendations may be made that you commence or alter your retirement plan. Certain information, such as life expectancy, inflation rates, tax rates, future expenses and other material assumptions and estimates, among others, will be considered in the preparation of the written summary. You acknowledge that you will review these assumptions and will inform Q3 Advisors, Craig Wear, or the advisor immediately if you do not concur with our use in the written summary.

Written summaries are usually completed within ten (10) business days of your consultation, if all information and documents we request from you are provided to us promptly. The advisor will schedule a follow up call to review your written plan with you and discuss implementation of said plan.

You retain the sole responsibility for determining whether to implement any recommendations we make and for choosing products and services or placing any resulting transactions designed to implement the recommendations. We may suggest which of your brokerage or investment accounts to liquidate to pay taxes, but we do not provide ongoing investment or portfolio management services. Any advice pertaining to portfolio management or specific securities are incidental to our Retirement Consulting/Financial Planning Services. We do not have discretionary authority with respect to your retirement plan assets or any investment or brokerage account, do not vote proxies, nor receive any compensation based on a share of capital gains or any capital appreciation of funds. If you desire to implement your plan, we may refer you to your custodian, a financial adviser, accountant, attorney, or other specialist, as appropriate. Since we do not offer investment management services, account minimums or other requirements to open or maintain accounts are not applicable.

Q3 Advisors will provide the Services and always follow your instructions in good faith, and with that degree of integrity, loyalty, honesty, diligence, care, and skill which a prudent person rendering similar services would exercise under similar circumstances. The provisions of this Agreement shall not be interpreted to imply any other obligation on the part of Q3 Advisors, Craig Wear, or any employee or investment adviser representative of Q3 Advisors to observe any other standard of care.

The Services are intended to be used as just one tool to assist you in the overall evaluation and planning of your retirement tax strategies. It is not a substitute for your own informed judgment. You are responsible for your own investment decisions. You may accept, reject, or modify the recommendations the Services provide.

## Fees for Retirement Consulting/Financial Planning

We charge a flat fee for our services under this agreement. Our flat fee is listed below and negotiable. We do not charge hourly for our services. Our flat-fee is determined by several factors including, but not necessarily limited to, an estimate of the amount of time it may take to perform our services, which can be highly variable between clients, and comparable services in the marketplace.

Retirement Consulting/Financial Planning Fee – a flat fee of \$ 9,300 shall be paid to Q3 Advisors for our Services. Intent to Continue fees will be deducted from the total stated fee.

In all cases, we will not require prepayment more than \$500 when services cannot be rendered within six (6) months. Fees are payable by electronic transfer via Automated Clearing House (ACH) through QuickBooks, a secure payment processor, or by credit card upon request. If you choose to pay by credit card, you will be charged a 2% credit card processing fee. Your invoice will reflect the 2% fee in a separate line item. Regardless of payment method, we do not have access to credit card or bank account information, nor can we see those details. Regardless of

payment method, we do not have access to credit card or bank account information, nor can we see those details.

This agreement terminates when the following have been accomplished:

- a.) Our Advisor has analyzed your current financial plans and integrated Roth conversions into your projected financial and retirement plans.
- b.) Our Advisor has created a variety of Roth conversion scenarios and presented them to you to enable you to ascertain the best alternative among the strategies presented. You will see projections of taxes, projected amounts of taxes avoided through each strategy, the potential impact on future Medicare premiums, and the result of your tax adjusted net worth projections.
- c.) Our Advisor has presented you with the detail schedule of each year's estimated distributions, estimated conversions, and estimated tax liabilities for the duration of the selected conversion strategy.
- d.) Our Advisor has equipped you to make the necessary requests at your custodian, or with any existing advisor you may have. Or the Advisor has assisted you in making the first year's conversion with your custodian. Most client engagements meet these objectives within ninety days from initiation.

## Annual Review and Update

**Complimentary Service - Q3 Advisors agrees to provide one (1) Rothology™ Annual Review & Update each year. These complimentary meetings will be extended for every year of the conversion strategy period originally selected by Client. (I.E. if the original conversion strategy selected is a five year plan, the client will have this service offered in each of those five years).**

Q3 will be obligated to perform said services, conditioned by the elements stated below.

It is possible that circumstances may cause you to want to update the Roth conversion game plan that you initially select.

Some of the reasons this may occur are as follows, but a request for an Annual Review & Update is up to the discretion of the client.

- 1) You have a change in marital status,
- 2) You realize a large increase or decrease in the value of your tax-deferred accounts, or
- 3) There is a significant change in tax laws that you believe may render your plan in need of an updated strategy.
- 4) Something may change in your personal situation or goals for gifting or charity and you want to see the impact on your plan.
- 5) You've completed a portion of your conversion plan and want to validate the remaining steps of your chosen strategy.

## CONDITIONS

Q3 Advisors offers an Annual Review & Update service to existing clients, which:

- Is not an automatic part of the primary conversion service,
- Due to the seasonal nature of Q3's business, this service is only offered to clients between March 1 and October 31 of each year during the client's selected conversion game plan. If the plan is altered subsequent to and as a result of a Review, the service will be extended. It is up to the discretion of Q3 as to when the Review & Update can be scheduled.
- Generally consists of a pre-meeting data update completed by the client via an electronic Review & Update form.
- Includes an update of all of the original deliverables, or whatever is currently being offered to existing conversion clients at that time.
- Includes up to an hour of personalized discussion and recommendations with an advisor of Q3 Advisors to explain the Review, and to provide advice as to next steps that client can take. (We find that one hour, after the data has been updated by the client, is ample for meaningful discussion and action items.)

**NOTE: This complimentary Review & Update service is not a comprehensive financial planning replacement. Q3 Advisors offers a separate and more comprehensive planning service for issues distinct from specific areas that may be related to Roth conversion. Advisor can provide details on the cost of that service based on the complexity of the relevant issues at that time.**

The client may require additional input from the advisor regarding the Roth conversion strategy that exceeds the one-hour meeting. In this case, Q3 Advisors offers additional time with the advisor at the rate of \$500 per hour, with a one hour minimum charge. In addition, any subsequent time greater than one hour will be billed on the half-hour.

We require payment in full to Craig Wear prior to any consultation being rendered to you.

## Client Representations

You recognize that the value and usefulness of Craig Wear's Services will be dependent upon the information you provide and your active participation in the formulation and implementation of the financial consulting objectives. Copies of certain documents may be requested by Craig Wear to assist us in conducting a more complete evaluation of your financial objectives and to prepare a written summary. We may reasonably request certain of the following documents to permit a complete financial evaluation: tax returns and other documents depending upon your circumstances.

## Implementation

You understand that Q3 Advisors does not possess or exercise any discretion with respect to any transactions you may make to implement recommendations made. It is your responsibility to take appropriate actions to implement recommendations. The Advisor can only offer educational or experiential coaching regarding implementation.

## Confidentiality

Advisor shall keep confidential all information concerning Client's identity and financial information except as required by law.

## Legal and Accounting Services

It is expressly understood and agreed between the parties of this Agreement that Craig Wear will not provide accounting or legal advice nor prepare any accounting or legal documents for the implementation of the Client's financial planning objectives. The Client is urged to work closely with his/her attorney and/or accountant in implementing recommendations set forth in the written summary.

## Services to Others

You understand that Craig Wear performs Services for various clients. You understand that Craig Wear may make recommendations and act with respect to its other clients that may differ from the recommendations given or the timing or nature of action taken with respect to you. As an investment adviser, we owe clients a fiduciary duty. Fiduciary duty includes, but is not limited to, a duty of care, loyalty, and acting in good faith.

## Assignment

This Agreement may not be assigned (within the meaning of the Advisers Act) by either you or Q3 Advisors without the prior written consent of the other party. You acknowledge and agree that transactions that do not result in a change of actual control or management of Q3 Advisors shall not be considered an assignment pursuant to Rule 202(a)(1) -1 under the Advisers Act and other state securities laws, as applicable, governing investment advisory contracts.

## Entire Agreement

This constitutes the entire Agreement of the parties and material terms of this agreement can only be amended or revised by written consent of both parties.

## Severability

If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of the remaining provisions.

## Disclaimers and Limitations

We do not and cannot guarantee the future performance of your retirement plan or the success of any strategy that we may use or suggest. We make no promise that the recommendations or strategies we recommend to you will be cost effective. The recommendations we make are subject to various regulatory, currency, economic, political, and business risks.

In providing our Services, we rely only on the information you provide us. We do not and cannot guarantee the completeness, accuracy, or timeliness of the educational information that we obtain from others and make available to you. We may provide access to news and content provided by third parties over which we do not exercise editorial control or review, and we are not responsible for the accuracy or content of such materials.

We use reasonable care, consistent with industry practice, in providing the Services. However, we do not guarantee that the Services or any content will be delivered to you uninterrupted, timely, secure, or error-free. You acknowledge that we will not be liable to you for investment advice provided by any unaffiliated investment advisers we may refer to you, and you will indemnify us from and against, any Losses caused by any other person who provides services for your portfolio, or directly or indirectly by circumstances beyond our reasonable control.



Nothing in this Agreement shall be construed to limit or modify Q3 Advisors' fiduciary duties to our clients and nothing in this Agreement shall be deemed a waiver of any right or remedy that a client may have under federal or state securities laws. You acknowledge that we shall not be responsible for any consequential damages whatsoever. Federal and state securities laws may impose liability under certain circumstances on persons who act in good faith. This Agreement does not waive or limit your rights under those laws.

## Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Texas and the laws of the state in which the Client is domiciled. For California residents, this Agreement shall be governed by and the laws of the state of California. For clients domiciled in the State of Washington, this contract does not waive or limit compliance with, or require indemnification for any violations of, any provision of the Securities Act of Washington, chapter 21.20 RCW, or the rules adopted thereunder.

## Termination of Agreement

Either party may terminate this Agreement at any time by providing written notice to the other party. The Agreement is terminated ninety days from the date of this Agreement. You have the right to terminate the contract without penalty and receive a full refund within five business days after entering into this Agreement with us if the Part 2 of Form ADV or a disclosure statement containing the equivalent information has not been delivered to the you at least 48 hours prior to you entering into this Agreement. For the purposes of this provision, a contract is considered entered when the Client and Q3 have signed the contract.

If you have prepaid for services and terminate your agreement prior to Q3 Advisors providing a final written deliverable, the amount returned to you will be based upon the total prepaid amount less the earned amount (which will be calculated at \$500 per hour) for the time that services were provided. We can provide partial deliverables in the event of termination. If Q3 Advisors terminates the agreement prior to providing a final written deliverable, any prepaid amount will be refunded.

## Refund Policy

Craig Wear will provide you with an initial estimate of lifetime income taxes if you do not initiate a conversion strategy. This will serve as a benchmark to measure possible income tax savings through utilization of strategies recommended after a thorough review and analysis that considers your age, and that of your spouse, your current and projected income tax bracket,

your income needs, and the tax status and liquidity of your financial assets as well as other factors deemed reasonable by Craig Wear.

Upon completion of written recommendations of possible tax saving strategies, including, but not limited to Roth conversions of qualified funds, Craig Wear will refund you 100% of the fee stated in this Agreement if your estimated lifetime tax avoidance or savings and the projected tax savings to your heirs is less than \$500,000. The revised estimated lifetime tax calculations will use the same criteria and assumptions that generated the initial estimate of lifetime income taxes. However, other than the provision set forth below, no refunds will be made after you are provided projections of the potential savings illustrated by comparison of the initial estimate and the revised estimate resulting from strategies that are recommended.

You agree that certain assumptions must be made regarding income tax rates in the future, rates of return on your investments, and your current and future spending and savings habits. You also agree that the estimates are general estimates to provide a benchmark from which to make decisions. There may be other factors that should be considered by you prior to your implementation of the strategies presented by Craig Wear.

As a result of a preliminary review whereby Craig Wear states that your savings will not be at least \$500,000, you can waive your right to the refund to engage Craig Wear. Waiving the right to a refund does not waive any other elements afforded you in this Agreement.

## Electronic Delivery

The Clients hereby acknowledge and agree to the Advisor delivering communications and documents by electronic means rather than traditional mailing of paper copies. By consenting to the electronic delivery of all information relating to this Agreement, the Advisor is authorized to deliver all communications by e-mail at the e-mail address specified by the Client. The Client further agrees that the Advisor may provide in any electronic medium (including via e-mail) any disclosure or document that is required by applicable securities laws to be provided by the Advisor. The consent granted herein will last until revoked by the Client in writing.

## Receipt of Form ADV, Part 2A and Privacy Policy

We must delivery Part 2 of Form ADV not less than forty-eight (48) hours prior to entering an investment advisory contract or no later than the time of entering an investment advisory contract. Client acknowledges receipt of Part 2 of Form ADV or a disclosure statement containing the equivalent information. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering 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 the contract. 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 signifying their acceptance, any other provisions of this contract notwithstanding.

You further acknowledge and consent that Q3 Advisors may send any of its notices including our ADV Part 2 and Privacy Policy to your email address last provided by you. You agree to inform us of any change in your contact information, including, mailing and e-mail addresses. You acknowledge your agreement to the above terms and agree to provide Q3 Advisors with complete and accurate information.

The state of Washington requires that investment advisory contracts be in writing. Additionally, the California Code of Regulations requires us to furnish a written statement to its financial planning clients with the following statement:

A conflict of interest exists between the interests of Q3 Advisors and the interest of the client. The client is under no obligation to act upon the investment adviser's recommendation and, if the client elects to act on any of the recommendations, the client is under no obligation to affect the transaction through the investment adviser.

Q3 Advisors has disclosed all material conflicts of interest regarding the firm, our representatives, and employees, which could be reasonably expected to impair the rendering of unbiased and objective advice.

Q3 Advisors, LLC  
1401 Bluebonnet Drive  
Marble Falls, TX 78654  
800-676-0703

The indicated phone number or the email address of your investment adviser representative can be used to contact us at your discretion.

## Acknowledgments and Signatures

This agreement is effective as of the date accepted by all parties below.

Client Signature Here \_\_\_\_\_ Date: \_\_\_\_\_

Craig G Wear, CFP: 

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_