

Intent-to-Proceed Fee Acknowledgement

URGENT: Your follow-up is required within 24 hours to assure timely service.

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 ensures 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 to Proceed fee is not a part of any investment advice or financial planning advice.

The Client understands and agrees that executing the Intent 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) The ITP (Intent to Proceed) fee is paid to Q3 Advisors within 24 hours.
- 2) A signed Financial Planning Agreement within three days of this Acknowledgement.

3) 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 to Proceed fee has nothing to do with financial planning services offered.

Signed this ____ day of _____, 20__.

Client Name: _____

Signature: _____

Craig Wear, CFP®: 

Q3 Advisors, LLC

SAMPLE

Rothology Agreement

This Agreement for financial planning services is between Q3 Advisors, LLC d/b/a Craig G. Wear (“Advisor”), a Texas limited liability company, registered as an investment advisor with the Securities and Exchange Commission (“SEC”) and you (“Client”). 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.

Section 1 – Services and Fees

The appendices attached to this Agreement discuss the services we provide and the fees for those services.

These fees are 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.

Because the delivery of our services is based on information that the Client provides to the Advisor, the completeness and accuracy of the information provided by the Client is essential. The Client agrees to discuss with the Advisor the Client’s current financial resources and projected needs, and to provide copies of any financial documents that the Advisor may reasonably request as necessary to evaluate the Client's financial circumstances and provide a financial plan. The Client agrees to inform the Advisor promptly, in writing, of any changes in the information the Client provided to the Advisor or in the Client's circumstances that may affect the financial planning services provided to the Client. The Client shall have the sole responsibility for determining whether to implement the recommendations contained therein.

It is expressly understood and agreed between the parties of this Agreement that Q3 Advisors 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.

Section 2 – Client Authority

If Client is an individual, Client represents that he or she is of legal age. If Client is a corporation, partnership or limited liability company, the person signing this Agreement for the Client represents that he or she has been authorized to do so by appropriate action. If this

Agreement is entered into by a trustee or other fiduciary, the trustee or fiduciary represents that Advisor's investment advisory and management services are authorized under the applicable plan, trust, or law and that the person signing this Agreement has the authority to negotiate and enter into this Agreement. Client will inform the Advisor of any event that might affect this authority or the propriety of this Agreement.

The Client agrees to deliver to the Advisor all forms and corporate resolutions or similar documentation evidencing the undersigned's authority to execute and deliver this Agreement. Client also agrees to deliver such organizational documents and other documents as the Advisor may reasonably require. The Client agrees that Advisor shall not be liable for any losses, costs or claims suffered or arising out of Client's failure to provide Advisor with any documents required to be furnished under this Agreement, or that are pertinent to Advisor's services. The Client warrants and represents that it owns any accounts, assets, securities, or other property that may be used in the financial planning process and that no restrictions on disposition exist as to any such assets or property.

Section 3 – Multiple Signatories

The Client understands and agrees that multiple signatories to this Agreement will constitute one Client for the purposes of the Advisor delivering services pursuant to this Agreement. Accounts with multiple clients, trustees, or representatives (such as a joint account, or a trust account) shall be considered one Client. If the Advisor receives information from one client or representative of an account, that information can be shared with the other client(s) or representative(s) of that account. If one client or representative of an account gives Advisor authorization under this Agreement, that authorization shall be valid as to all clients and representatives of that account.

Section 4 – Confidentiality

The Advisor shall keep confidential all information concerning Client's identity and financial affairs except as required by law. Also, Client authorizes Advisor to disclose to third parties, such as technology and software companies, whatever information Advisor deems reasonable in connection with Advisor's performance of its obligations and duties under this Agreement.

Section 5 – Electronic Delivery Authorization

Client authorizes Advisor to deliver, and Client agrees to accept all required regulatory notices and disclosures, as well as all other correspondence from Advisor, via electronic mail. The Advisor shall have completed all delivery requirements upon the forwarding of such document, disclosure, notice and/or correspondence to Client's last provided email address. You may revoke this authorization at any time.

Client shall notify Advisor, in writing, of any changes to Client's email address. Until notified, the Advisor shall rely on the most recent email address provided by the Client. Client acknowledges that he or she has the ongoing ability to receive and open standard electronic mail and

corresponding electronic documents. The Client further acknowledges that there is some risk of cyberattack associated with the use of electronic delivery. If, at any time, Client's electronic delivery situation changes, or Client is unable to open a specific document, Client agrees to immediately notify Advisor so that the specific issue can be addressed and resolved.

By providing one or more email addresses in Section 16 of this Agreement, the Client authorizes electronic delivery, acknowledges, and agrees that this electronic delivery authorization pertains only to documents sent from the Advisor, and warrants that the Client is the rightful owner of any email addresses provided to the Advisor.

Section 6 – Other Clients

Client acknowledges that Advisor acts as investment advisor to other clients and may give advice or act with respect to any of those other clients (including clients with objectives that are similar to those of Client) that may differ from the advice given, or the timing or nature of action taken, with respect to the services rendered.

Section 7 – Client Acknowledgement of Risks

Client recognizes that the financial planning services described in this Agreement involves the Advisor's judgment and that no specific result or outcome is guaranteed to be achieved. Client represents that no party to this Agreement has made any guarantee, either oral or written, that Client's investment objectives will be achieved.

Client agrees to promptly notify and discuss with the Advisor any significant change in Client's financial circumstances or investment objectives that might affect the manner in which the Account(s) should be managed. The Client also agrees to provide the Advisor with such additional information as the Advisor may request from time to time to assist it in delivering financial planning services.

Section 8 – Death or Disability

If Client is a natural person, the death, disability, or incompetency of Client will not terminate or change the terms of this Agreement unless the Advisor receives legal notification. However, Client's executor, guardian, attorney-in-fact, or other authorized representative may terminate this Agreement by giving written notice to the Advisor as provided in Section 10 herein.

Section 9 - Amendments and Consent

You agree that the Advisor may amend this Agreement from time to time. Nothing in this Agreement or any Amendment will be deemed waived or amended without the prior express written consent of the Advisor executed by a duly authorized representative of the Advisor.

Subject to applicable law, you agree that, in any matter for which your consent or agreement is required or for which the Advisor may seek your consent or agreement, you will be deemed to have given your consent or agreement if the Advisor sends you prior notice of such matter and

indicates that you will be deemed to consent or agree to the matter if you do not object in the manner and by the deadline stated in the notice and you do not so object by the deadline stated in the notice.

Section 10 - Termination

Client understands that this Agreement may be terminated without penalty within five (5) business days from the date of the signed Agreement. Thereafter, this Agreement will continue in effect until terminated. Either party may terminate this Agreement by providing the other party written notification (email notification will suffice). The termination date shall be the date either party receives written notification from the other party. Within 30 days of receiving written notification from Client, the Advisor agrees to refund the prorated portion of any prepaid fees.

Termination of this Agreement will not affect (a) the validity of any action previously taken by Advisor under this Agreement; (b) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (c) Client's obligation to pay Advisor's fees (prorated through the termination date). On the termination of this Agreement, the Advisor will have no obligation to recommend or take any action with regard to the services under this Agreement.

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 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.

Otherwise, 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 detailed 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 to 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.

Section 11 – Governing Law

This Agreement will be governed by and construed in accordance with the laws of the state of the Client's domicile without giving effect to any conflict or choice of law provisions, provided that nothing in this Agreement will be construed in any manner inconsistent with applicable federal and state securities laws.

Section 12 – Miscellaneous Provisions

If any provision of this Agreement is, or becomes, inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, that provision shall be deemed to have been rescinded or modified in accordance with any such law or rule. In all other respects, this Agreement shall continue and remain in full force and effect.

No term or provision of this Agreement may be waived or changed except in writing signed by the party against whom such waiver or change is sought to be enforced. The Advisor's failure to insist at any time on strict compliance with this Agreement, or with any of the terms of the Agreement or any continued course of such conduct on its part, will not constitute or be considered a waiver by the Advisor of any of its rights or privileges. This Agreement contains the entire understanding between Client and Advisor concerning the subject matter of this Agreement.

Section 13 – Mediation

If a dispute arises out of or relates to this contract, or the alleged material breach thereof, and if the dispute is not settled through negotiation the parties agree first to try in good faith to settle the dispute by mediation within 30 days administered under a mutually agreed upon mediation forum before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider. This section does not constitute a waiver of any right that Clients may have to choose a judicial forum if such a waiver would be void under applicable federal law.

Section 14 – Non-Assignability

This agreement may not be assigned (within the meaning of the Investment Advisors Act of 1940) by either the Client or the Advisor without the prior consent of the other party. Client acknowledges and agrees that transactions that do not result in a change of actual control or management of advisor shall not be considered an assignment pursuant to Rule 202(a) under the Investment Advisors Act of 1940.

The Advisor may not assign their respective rights or obligations under this Agreement without the consent of the Client. Such consent may be obtained in any manner that is reasonable under the circumstances and may include the use of a “negative consent” process whereby a good faith effort is made to notify Client of a proposed assignment and Client is deemed to have consented to that assignment if Client does not object to it in writing within a reasonable period, which period shall be at least 30 days.

Section 15 – Receipt of Disclosures and Acknowledgements

Client acknowledges receipt of a copy of Advisor’s Form ADV Part 2A and any brochure supplements, the firm’s Form CRS and the Advisor’s Privacy Policy.

Section 16 – Signatures

This Agreement (including any Appendices) shall be effective upon the signatures of all the undersigned parties.

Client(s)

Printed Name: _____

Signature: _____ Date: _____

Email Addresses (for Electronic Delivery Authorization as provided for in Section 5.)

Email Address: _____


Mailing Address: _____

City: _____ State: _____ Zip: _____

Q3 Advisors, LLC

Craig Wear, CFP®

Printed Name: _____

Signature:  _____ Date: _____

Appendix A – Premier Rothology – Services and Fees

This Appendix is attached to and made part of this Agreement between Q3 Advisors, LLC, and the Client.

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 for 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 for 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 include 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.

Q3 Advisors 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 the 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 Q3 Advisors.

Upon completion of written recommendations of possible tax saving strategies, including, but not limited to Roth conversions of qualified funds, Q3 Advisors 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 refund amount is the total amount charged to the Client, which includes the Intent to Proceed fee. 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 the 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 Q3 Advisors.

As a result of a preliminary review whereby Q3 Advisors states that your savings will not be at least \$500,000, you can waive your right to the refund to engage Q3 Advisors. Waiving the right to a refund does not waive any other elements afforded you in this Agreement.

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 is incidental. 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 that 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.

Clients in the Premier Rothology service will receive a review each year of the proposed Roth conversion strategy. To illustrate, if the strategy proposed calls for seven years of Roth conversions, the Advisor will review the plan once per year for seven years - the 'life' of your plan. Also, reviews are limited to the scope of Roth conversion strategy and not a comprehensive financial planning review.

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.

Premier Rothology Fee – a flat fee of \$ 9,300 shall be paid to Q3 Advisors for our Services. Intent to Proceed fees will be deducted from the total stated fee. The financial planning fee of \$8,300 is due within three days after completion of a scheduled data gathering meeting with an advisor of Q3 Advisors.

Client Initials: _____

SAMPLE

Appendix B – Rothology Legacy – Services and Fees

This Appendix is attached to and made part of this Agreement between Q3 Advisors, LLC, and the Client.

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 for 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 for 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 include 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.

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 is incidental. 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 that 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.

Clients in the Legacy Rothology service will receive a review each year of the proposed Roth conversion strategy. To illustrate, if the strategy proposed calls for seven years of Roth conversions, the Advisor will review the plan once per year for seven years - the 'life' of your plan. Also, reviews are limited to the scope of Roth conversion strategy and not a comprehensive financial planning review.

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.

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 Q3 Advisors.

Rothology Legacy Fee – a flat fee of \$ 6,900 shall be paid to Q3 Advisors for our Services. Intent to Proceed fees will be deducted from the total stated fee. The financial planning fee of \$5,900 is due within three days after completion of a scheduled data gathering meeting with an advisor of Q3 Advisors.

Client Initials: _____