

# Financial Planning Services Agreement

Securian Financial Services, Inc. • Broker-Dealer  
400 Robert Street North • St. Paul, Minnesota 55101-2098



Return to A3-5859

Client name (print or type)	Date of birth	Social Security number
Client citizen of		
<input type="checkbox"/> U.S.A.	<input type="checkbox"/> Resident Alien of _____	<input type="checkbox"/> Non-resident Alien of _____
Joint client name (print or type)	Date of birth	Social Security number
Joint client citizen of		
<input type="checkbox"/> U.S.A.	<input type="checkbox"/> Resident Alien of _____	<input type="checkbox"/> Non-resident Alien of _____
Client address		

The undersigned ("Client") hereby enters into this Agreement with Securian Financial Services, Inc. ("Securian"), a Minnesota corporation registered with the Securities and Exchange Commission as an investment advisor under the Investment Advisers Act of 1940 (the "Advisers Act") and with each other jurisdiction where it conducts business and such registration is required, pursuant to which Client will be provided with the business planning and advisory services as described below.

1. **SERVICES.** Securian will provide to Client financial planning and advisory services (the "Services") in one of the following categories, as agreed to by Client (**Client should select Services in only one of these categories**):

**A. Comprehensive Planning Services** - includes analysis and planning covering the following six areas of financial planning:

- Annually Renewing
- Financial Position
  - Investment Planning
  - Income Tax Planning
  - Protection Planning
  - Retirement Planning
  - Estate Planning

Securian offers different levels of Comprehensive Planning Services which vary in their scope and detail depending on such factors as Client's age, income, net worth, and personal and business financial goals. Client will select the level of Services most appropriate for Client's circumstances.

**B. Specialized Planning Services** - includes analysis and advice on specific issue or topic within or relating to the financial planning services described above.

Annually Renewing

Client and Securian's authorized representative (the "Advisor") will work together to determine which Service option will best meet Client's needs. The Services provided to Client will seek to address Client's financial concerns based on Client's current financial condition and future needs and objectives. The Services will be based on the personal financial information that the Advisor obtains from Client, including Client's risk tolerances, and on assumptions that Client selects and certain other planning assumptions determined by Securian and the Advisor. The Advisor may request detailed information from Client in connection with the development and delivery of the Services. Client recognizes that the value and usefulness of the Services will be dependent upon information that Client provides and upon Client's active participation in the formulation of financial planning objectives and in the implementation of plans to attain those objectives. If asked, Client agrees to complete a detailed questionnaire provided by the Advisor and to provide copies of financial documents as the Advisor may reasonably request in order to permit complete evaluation and preparation of recommendations for Client. If married, Client also agrees to provide similar information concerning Client's spouse. Client agrees to discuss Client's requirements, objectives and projected future needs candidly with the Advisor and to inform the Advisor promptly of material changes in Client's circumstances, needs, objectives and other information previously provided by Client to the Advisor.

The Services will include various recommendations and planning strategies, depending on the nature of the Services selected. These may include recommendations to allocate Client's assets among generic product or account types. The Services do not include recommendations, however, to buy or invest in specific products or account for purposes of implementing a financial plan. Securian is also separately registered as a securities broker-dealer, and the Advisor is also both a registered representative authorized to provide securities brokerage services through Securian and licensed as an insurance agent for one or more insurance companies. In those capacities, and separate from the Services provided hereunder, the Advisor may offer to help implement one or more financial planning recommendations included with the Services by making additional recommendations to invest in specific products or accounts.



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Original - Home Office   Copy - Client   Copy - Client file

The Advisor may also offer Client additional advisory services not covered by the Agreement. In such circumstances, there may be a potential for conflicts between Client's interests and those of Securian or the Advisor. In addition, under the federal securities laws, Securian's obligations when acting as a broker-dealer may differ from its obligations when acting as an investment advisor.

If Client should purchase a product or service recommended by the Advisor in order to implement a financial planning recommendation, Client may be charged commissions or fees and Securian and the Advisor may receive compensation in connection with those transactions that are separate from and in addition to the commissions or fees charged and compensation received under this Agreement. Client is under no obligation, however, to purchase any investment or insurance product or other advisory service from Securian or the Advisor in connection with the implementation of recommendations made in connection with the Services hereunder.

Securian and Advisor shall have no obligation to make any recommendation or give any advice to Client which, in their sole judgment, would be impractical, unsuitable, unattainable or undesirable. It is understood that Securian and Advisor provide services of the type contemplated hereunder, as well as other services, for a number of clients. **Securian does not provide insurance consulting, legal advice or document preparation as part of the Services, nor do any of the fees charged hereunder constitute a fee charged for the placement of insurance.** Securian does not monitor the day-to-day performance of Client's specific investments as part of the Services.

2. **TERM.** If Client has elected to receive either Comprehensive Planning Services or Specialized Planning Services, this Agreement shall have a fixed term not to exceed twelve (12) months. The Services in either case will be delivered in accordance with a schedule agreed upon by Client and the Advisor, but in no event later than twelve months after the date of this Agreement. If Client has elected to receive Annually Renewing Services, this Agreement will renew automatically, unless terminated for an indefinite series of annual terms. Under this option, Services will also be delivered in accordance with a schedule agreed upon by Client and the Advisor, and will be delivered during the initial term within a maximum of twelve months after the date of this Agreement and during each subsequent twelve month period while this Agreement remains in effect.
3. **FEES.** As compensation for the Services, Client agrees to pay to Securian the fees specified below. All fees are payable in advance. In the case of Annually Renewing Services, the fees for subsequent annual terms are not due until the beginning of the term in which such Services are to be delivered. If fees for services are charged on an hourly basis, the number of hours and aggregate amount of fees shown below are only estimates, but Securian and Advisor will not perform hours of service or charge aggregate fees that exceed such estimates without first providing client with written notice and an opportunity to reject additional services and related fees.

**A. Fixed Fee** - The fixed fee is determined **before** the Services are delivered.

Total fixed fee due = \$ \_\_\_\_\_

**Annually Renewing Services only:**

Total fixed fee due for each subsequent annual term = \$ \_\_\_\_\_

Payment interval (check one)  Annually  Semi-Annually  Quarterly  Monthly

**B. Hourly Fee** - The actual aggregate fee is determined after the Services are delivered.

Hourly Rate = \$ \_\_\_\_\_

Estimated Number of Hours = \_\_\_\_\_

Estimated Aggregate Fee = \$ \_\_\_\_\_

**Annually Renewing Services only:**

Hourly Rate = \$ \_\_\_\_\_

Estimated Number of Hours Annually = \_\_\_\_\_

Estimated Annual Aggregate Fee = \$ \_\_\_\_\_

Payment interval (check one)  Annually  Semi-Annually  Quarterly  Monthly

4. **LIMITATION OF LIABILITY.** Neither Securian nor any of its directors, officers, employees, representatives or affiliates shall be liable for any loss sustained by Client as a consequence of either Securian's development of or Client's implementation of the recommendations provided to Client in connection with the Services, except where such loss directly results from such party's gross negligence or willful misconduct. Client also acknowledges that, by developing and delivering the Services, Securian does not, either directly or indirectly, (i) render advice to Client as to the value of specific securities or other property (except for valuations developed solely for asset allocation or insurance planning purposes), or make recommendations as to the advisability of investing in, purchasing, or selling specific securities or other property, or (ii) have any discretionary authority or control with respect to purchasing or selling securities for Client. Nothing in this Agreement, including the requirement to arbitrate disputes, shall in any way constitute a waiver or limitation or any rights which Client may have under federal or state securities laws. Client further understands that there is no guarantee that Client's investment objective(s) will be achieved. Securian shall not have any liability for Client's failure to inform Securian of any material information with respect to Client's financial circumstances, or any material change therein, which might affect the manner in which Securian's recommendations are developed or Client's assets are allocated.

Client agrees that neither Advisor nor Securian is acting as a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 (ERISA) or Internal Revenue Code of 1986, including with respect to asset allocation services provided Client, and that Advisor and Securian are not providing investment advice for a fee that will be the primary basis for Client's investment decisions on IRA, 401(k), 403(b), 457, or other ERISA assets. To the extent an asset allocation service identifies any specific investment alternative, Client understands that other investment alternatives having similar risk and return characteristics may be available.

**5. INVESTMENT RISK.** Client understands that any investment plan involves certain risks. **Securian does not make any representation or provide any warranty as to any investment return, profit or other financial result which may be realized by Client as a consequence of following the recommendations developed for Client.**

**6. ARBITRATION.**

**It is agreed that any controversy between us arising out of your business or this agreement, shall be submitted to arbitration conducted before the National Association of Securities Dealers, Inc. and in accordance with its rules. Arbitration must be commenced by service upon the other party of a written demand for arbitration or a written notice of intention to arbitrate.**

**No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or 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.**

**This agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:**

- 1) 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.**
- 2) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.**
- 3) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**
- 4) The arbitrators do not have to explain the reason(s) for their award.**
- 5) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**
- 6) 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.**
- 7) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.**

**7. ASSIGNMENT AND TERMINATIONS.** This Agreement may not be assigned or transferred in any manner by any party without the prior written consent of all parties receiving or rendering services hereunder. The Services and recommendations developed for Client pursuant to this Agreement are developed specifically for Client, and therefore, may not be suitable for and are not intended to be followed by any other parties. Except as otherwise provided in regard to the cancellation privilege described in Paragraph 10, this Agreement may be terminated by any party upon written notice to the other, or, in the case of Annually Renewing Services, by Client not paying the fee for a subsequent annual term when due. Delivery of the Services, except in the case of Annually Renewing Services, also constitutes automatic termination of this Agreement. In the event of termination by Client, Securian shall still be entitled to be paid for the time spent in developing the Services prior to such termination. The amount due Securian in the event of termination shall be a pro-rata amount based upon the degree of completing of the Services, at the time notice of termination is received by Securian in the manner set forth in Paragraph 8.

Termination of this Agreement also results in the automatic termination of the investment advisory relationship that exists between Client and Securian hereunder. Client understands and acknowledges that the fiduciary duties (*i.e.*, the special obligations imposed on an investment advisor under the federal securities laws, including a duty of loyalty and of good faith to act solely in Client's best interests) that Securian and the Advisor owe Client in connection with the investment advisory relationship existing hereunder will also end upon termination of this Agreement, even if Client should decide to receive subsequent securities brokerage services from Securian pursuant to a separate broker-dealer relationship.

**8. NOTICES.** All written notices to any party under this Agreement shall be sent to such party by first class mail, facsimile transmission, or certified mail, return receipt requested. Notices to Advisor shall be sent to the address set forth herein, and notices to Client shall be sent to Client's address of record on file with Advisor.

**9. GOVERNING LAW.** This Agreement shall be construed under the laws of the State of Minnesota in a manner consistent with the Advisers Act and the rules and regulations of the Securities and Exchange Commission thereunder.

- 10. **RECEIPT OF WRITTEN INFORMATION AND EFFECTIVENESS OF AGREEMENT.** Client acknowledges receipt of either a copy of Part II of Securian's Form ADV as required by Rule 204-3 under the Advisers Act or a copy of Securian's brochure (the "Brochure") which contains the information required to be included in Part II of Securian's Form ADV. Unless Client received either the Form ADV, Part II or the Brochure at least forty-eight (48) hours prior to execution of this Agreement, Client may cancel this Agreement without penalty within five (5) business days of execution by giving written notice of such cancellation to Advisor.
  
- 11. **CUSTOMER PRIVACY.** Securian's privacy policy is set forth in its written privacy notice, a copy of which is provided to Client along with this Agreement. The privacy notice explains the categories of personally identifiable information that may be collected by Securian in order to provide the Services, as well as the disclosures that may be made to affiliates and non-affiliates of Securian. Securian and Client agree that all of the above-mentioned information and data furnished to the Advisor in connection with this Agreement shall be disclosed and used by Securian in accordance with the privacy notice. In addition, Client agrees that by purchasing the Services and providing information in connection with the Services, Client is authorizing the Advisor and Securian to use such information to identify and recommend to Client investment, insurance or other financial products the Advisor and Securian may sell.
  
- 12. **MISCELLANEOUS PROVISIONS.** This Agreement represents the entire Agreement between the parties with respect to the subject matter contained herein and may be modified only by written agreement signed by all parties. Paragraph headings are for convenience only and are not of substantive effect.

I believe the information provided is true and accurate to the best of my knowledge. **This document contains a pre-dispute arbitration clause which appears in paragraph 6.** I have read, agree with, and have received a copy of the statements and disclosures in paragraph 6.

**This Agreement contains a pre-dispute arbitration clause which appears in Paragraph 6.**

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

Client name (print or type)	Client signature <b>X</b>	State of sale
Client name (print or type)	Client signature <b>X</b>	

**Advisor Use Only:**

FPRC (check one) <input type="checkbox"/> None <input type="checkbox"/> Field Office <input type="checkbox"/> Home Office	FPRC fee (field office only) \$	FPRC fee for annually renewing (field office only) \$
Advisor name (print)	Rep code	Split (%)
Advisor signature <b>X</b>		
Advisor name (print)	Rep code	Split (%)
Advisor name (print)	Rep code	Split (%)
Advisor name (print)	Rep code	Split (%)
Home office principal signature <b>X</b>	Date	