

## The Contract

### 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 Advisors' 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 **\_\_First Recipient\_\_** (Client(s)) 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 this executed Agreement.

The scope of services to be performed by Q3 Advisors is 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 the Intent-to-Proceed fee and is agreed upon in this Financial Planning Agreement. Fees are payable by electronic transfer via Automated Clearing House (ACH) through HubSpot Payments, a secure payment processor, or by credit card upon request. If you choose to pay by credit card, you will be charged a 3% credit card processing fee. Your invoice will reflect the 3% fee applied to each line item, the Intent-to-Proceed fee, and financial planning services. Regardless of payment method, we do not have access to view 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:

The ITP (Intent-to-Proceed) fee is paid to Q3 Advisors within 24 hours.

A signed Financial Planning Agreement within three days of this Acknowledgement.

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 the financial planning services offered.



Craig Wear, CFP®

## **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 such information is essential. The Client agrees to discuss current financial resources and projected needs with the Advisor, and to provide copies of any financial documents that the Advisor may reasonably request to evaluate the Client's financial circumstances and provide a financial plan. The Client agrees to promptly notify the Advisor, in writing, of any changes in the information provided or in the Client's circumstances that may affect the financial planning services. The Client shall have the sole responsibility for determining whether to implement the recommendations contained herein.

It is expressly understood and agreed between the parties 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 when 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 on behalf of the Client represents that they have been duly authorized to do so. If this Agreement is entered into by a trustee or other fiduciary, the trustee or fiduciary represents that Q3 Advisors' investment advisory and management services are authorized under the applicable plan, trust, or law, and that the person signing 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 provide such organizational documents and any other documents that the Advisor may reasonably require. The Client agrees that the Advisor shall not be liable for any losses, costs, or claims arising from Client's failure to provide the required documentation. The Client warrants and represents that it owns any accounts, assets, securities, or other property used in the financial planning process and that no restrictions on disposition exist for 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 delivering services under 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, that information may be shared with the other client(s) or representative(s) of that account. If one client or representative gives the Advisor authorization under this Agreement, that authorization shall be valid for all clients and representatives of that account.

## **Section 4 – Confidentiality**

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

## **Section 5 – Electronic Delivery Authorization**

Client authorizes the Advisor to deliver, and agrees to accept, all required regulatory notices and disclosures, as well as all other correspondence from the Advisor, via electronic mail. The Advisor shall be deemed to have completed all delivery requirements upon sending such documents, notices, or correspondence to the Client's last provided email address. This authorization may be revoked by the Client at any time.

Client shall notify the Advisor, in writing, of any changes to the Client's email address. Until notified, the Advisor shall rely on the most recent email address provided by the Client. Client acknowledges that they have the 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 electronic delivery. If, at any time, the Client's electronic delivery situation changes, or if the Client is unable to open a specific document, the Client agrees to immediately notify the Advisor so that the 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 such delivery pertains only to documents sent from the Advisor, and warrants that the Client is the rightful owner of the provided email addresses.

## **Section 6 – Other Clients**

Client acknowledges that the Advisor acts as an investment advisor to other clients and may provide advice or act with respect to those other clients (including clients with objectives similar to those of Client) that may differ from the advice given or the timing or nature of actions taken in connection with the services rendered.

## **Section 7 – Client Acknowledgement of Risks**

Client recognizes that the financial planning services described in this Agreement involve the Advisor's judgment and that no specific result or outcome is guaranteed. 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 changes in the Client's financial circumstances or investment objectives that might affect the management of the account(s). The Client also agrees to provide the Advisor with any additional information requested to assist 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, the

Client's executor, guardian, attorney-in-fact, or other authorized representative may terminate this Agreement by providing written notice to the Advisor as specified in Section 10.

## **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 shall be deemed waived or amended without the prior express written consent of the Advisor executed by a duly authorized representative.

Subject to applicable law, you agree that if the Advisor sends you prior notice of any matter requiring your consent or agreement, and indicates that you will be deemed to have consented unless you object in the manner and by the deadline stated in the notice, you will be deemed to have given your consent if no objection is received.

## **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 remain in effect until terminated. Either party may terminate this Agreement by providing 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 the Advisor under this Agreement; (b) liabilities or obligations of the parties from transactions initiated before termination; or (c) Client's obligation to pay Advisor's fees (prorated through the termination date). Upon termination, the Advisor will have no obligation to recommend or take any further action regarding 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 will be the total prepaid amount less the earned amount (calculated at \$500 per hour) for the time services were provided. Partial deliverables may be provided in the event of termination. If Q3 Advisors terminates the Agreement prior to a final written deliverable, any prepaid amount will be refunded.

Otherwise, this Agreement terminates when the following have been accomplished:

Our Advisor has analyzed your current financial plans and integrated Roth conversions into your projected financial and retirement plans.

Our Advisor has created a variety of Roth conversion scenarios and presented them to you, enabling 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.

Our Advisor has presented you with a detailed schedule of each year's estimated distributions, estimated conversions, and estimated tax liabilities for the duration of the selected conversion strategy.

Our Advisor has equipped you to make the necessary requests to your custodian, or, if you have an existing advisor, 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 shall 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, that provision shall be deemed rescinded or modified accordingly. In all other respects, this Agreement shall 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. The Advisor's failure to insist on strict compliance with this Agreement at any time shall not constitute a waiver of any rights. This Agreement contains the entire understanding between Client and Advisor concerning its subject matter.

## **Section 13 – Mediation**

If a dispute arises out of or relates to this contract or an alleged material breach, and if the dispute is not settled through negotiation, the parties agree to first try in good faith to settle it by mediation within 30 days, administered under a mutually agreed-upon forum, before resorting to arbitration, litigation, or other dispute resolution procedures. The process shall remain confidential under terms acceptable to the mediator. This section does not waive any Client rights to choose a judicial forum if such a waiver would be void under applicable law.

## **Section 14 – Non-Assignability**

This Agreement may not be assigned (within the meaning of the Investment Advisors Act of 1940) by either party without the prior consent of the other. Client acknowledges that transactions not resulting in a change of actual control or management of the Advisor shall not

be considered an assignment pursuant to Rule 202(a) under the Investment Advisors Act of 1940.

The Advisor may not assign its rights or obligations under this Agreement without the Client's consent. Such consent may be obtained by a "negative consent" process whereby, if the Client does not object in writing within a reasonable period (at least 30 days), consent is deemed given.

## **Section 15 – Receipt of Disclosures and Acknowledgements**

Client acknowledges receipt of a copy of the 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 undersigned parties.

### **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 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 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 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.

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.

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 (+Credit Card Fee of 3% fee if applicable) is due immediately after completion of a scheduled data gathering meeting with an advisor of Q3 Advisors.

Automatic bank draft (ACH) is our standard payment method.

If you desire credit card payment, our current fees for credit card processing of 3% of the total charged will apply.

**Auto draft:** Our financial planning fees will auto-draft from your bank account or auto-charge from your credit card. The funds will automatically be withdrawn from your designated account on the date of your Data Gathering meeting. We are not liable for errors or delays in auto-draft transactions. By enrolling, you agree to these terms. Contact us with any questions.

## **Appendix B – Legacy 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 on an analysis of your financial status, tax status, and objectives. Q3 Advisors will gather 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 provided information 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 summaries or reports include specific observations and recommendations for tax planning. These reports provide tax-saving strategies based on the financial and other information provided. For example, recommendations may be made to commence or alter your retirement plan. Certain information—such as life expectancy, inflation rates, tax rates, future expenses, and other material assumptions and estimates—will be considered in the preparation of the summary. You acknowledge that you will review these assumptions and notify Q3 Advisors, Craig Wear, or the advisor immediately if you do not concur with our assumptions.

You retain sole responsibility for determining whether to implement any recommendations and for choosing products and services or placing any resulting transactions. We may suggest which brokerage or investment accounts to liquidate to pay taxes, but we do not provide ongoing investment or portfolio management services. Any advice regarding portfolio management or specific securities is incidental. We do not have discretionary authority over your retirement plan assets or any investment or brokerage account, do not vote proxies, nor receive any compensation based on capital gains or appreciation. If you desire to implement your plan, we may refer you to your custodian, 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 do not apply.

Q3 Advisors will provide the services and always follow your instructions in good faith, with the integrity, loyalty, honesty, diligence, care, and skill that a prudent person rendering similar services would exercise. Nothing in this Agreement shall be interpreted to imply any additional obligation on the part of Q3 Advisors, Craig Wear, or any employee or representative thereof.

Clients in Legacy Rothology™ service will receive an annual review of the proposed Roth conversion strategy. For example, if the strategy calls for seven years of Roth conversions, the Advisor will review the plan once per year for seven years—the “life” of your plan. Reviews are limited to the scope of the Roth conversion strategy and are not a comprehensive financial planning review.

The services provided are intended to be used as one tool to assist you in evaluating and planning your retirement tax strategies. They are not a substitute for your own informed judgment. You are responsible for your own investment decisions and may accept, reject, or modify the recommendations provided.

You agree that certain assumptions must be made regarding future income tax rates, rates of return on your investments, and your spending and savings habits. You also agree that these estimates are general benchmarks. Other factors may need consideration before implementing the strategies presented by Q3 Advisors.

Legacy Rothology™ Fee – a flat fee of \$6,900 shall be paid to Q3 Advisors for our services. The Intent-to-Proceed fee will be deducted from the total stated fee. The financial planning fee of \$5,900 (Credit Card Fee of 3% fee if applicable) is due immediately after completion of a scheduled data gathering meeting with an advisor of Q3 Advisors.

Automatic bank draft (ACH) is our standard payment method.

If you desire credit card payment, our current fees for credit card processing of 3% of the total charged will apply.

**Auto draft:** Our financial planning fees will auto-draft from your bank account or auto-charge from your credit card. The funds will automatically be withdrawn from your designated account on the date of your Data Gathering meeting. We are not liable for errors or delays in auto-draft transactions. By enrolling, you agree to these terms. Contact us with any questions.

Q3 Advisors Representative: Craig G. Wear

Q3 Advisors Signature: 