

STERNE AGEE INVESTMENT ADVISOR SERVICES, INC.
STERNE AGEE PLANNING SOLUTIONS
Financial Planning Agreement

This agreement (“Agreement”) is made by and between Sterne Agee Investment Advisor Services, Inc. (“SAIAS”) and

_____ (“Client”). SAIAS agrees to provide financial planning services to Client for a fixed fee, as further described below.

1. **Services To Be Provided.** SAIAS agrees to provide certain services to the Client, as further described directly below (the “Services”). Client agrees to provide information to SAIAS through a questionnaire (the “Financial Planning Questionnaire”), in addition to providing other information that the Financial Advisor may reasonably request. The information collected by SAIAS will generally relate to the Client’s current financial situation, financial goals, and financial concerns. SAIAS may evaluate specific items identified by the Client, such savings strategies, investments, education funding, insurance strategies, retirement funding, and/or the funding of any other specific concerns identified by Client. SAIAS agrees to provide Client with a written financial plan (“Financial Plan”) based upon the personal and financial information provided to SAIAS by Client. SAIAS also agrees to make the Financial Advisor generally available to discuss the Financial Plan with the Client, which may include advising Client on financial strategies, for the term of this agreement, as defined below.

2. **Fee For Services.** For these services, Client agrees to pay the following fee, as further outlined in the Financial Planning Fee Consent Form:

- Flat Fee Amount: \$ _____

3. **Limitation On Scope Of Services.** Client acknowledges that SAIAS agrees to provide only the financial planning services enumerated above and that the scope of this Agreement does not include the provision of investment supervisory, investment management, asset allocation preparation, or related services. If desired, these services are available from SAIAS subject to a separate written investment management agreement.

4. **Confidentiality.** Except as otherwise agreed in writing or as required by law, SAIAS will keep confidential all information concerning Client’s identity and personal financial information.

5. **Limited Liability.** SAIAS does not guarantee the future performance of Client’s investments or the success of any financial planning strategies recommended to Client. Client understands and acknowledges that all strategies recommended are subject to various market, currency, economic, political, business, and other risks, and that those strategies may not always be profitable.

6. **Limited Term Of Engagement.** This Agreement shall be in effect as of the last date signed below and shall automatically terminate thirty (30) calendar days after the Financial Plan has been delivered to the Client (“Term”). Client may terminate this Agreement for any reason upon written notice to SAIAS. SAIAS agrees to return all personal papers and property to Client promptly after receipt of the termination notice and request by Client for return of such items. SAIAS may terminate this Agreement for any

reason, including but not limited to Client's failure to promptly pay the fee or for any conduct or situation that in SAIAS's judgment impairs an effective relationship between the parties.

7. **Notices.** Any notice, instructions and communications to be given under this Agreement shall be made in writing and sent to the address set forth below:

If to SAIAS: Sterne Agee Investment Advisor Services, Inc.
800 Shades Creek Parkway, Suite 500
Birmingham, AL 35209
Attention: General Counsel

If to Client: _____

8. **Miscellaneous Terms.** This Agreement will bind the parties to the Agreement and their successors and permitted assigns, except that either party without the written consent of the other party may not assign this agreement.

9. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Alabama. If any provision of this Agreement is or should become inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed to be rescinded or modified in accordance with any such law or rule. 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. This Agreement contains the entire understanding between Client and SAIAS concerning the subject matter of this Agreement.

10. **Arbitration.** THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE. BY SIGNING THIS AGREEMENT, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

- **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.**
- **ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.**

- **THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.**
- **THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD.**
- **THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.**
- **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.**
- **THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.**

Any controversy (1) arising out of or relating to any of Client's accounts maintained individually or jointly with any other party, in any capacity, with SAIAS; (2) relating to Client's transactions or accounts with any of SAIAS's predecessor firms by merger, acquisition or other business combination from the inception of such accounts; (3) with respect to transactions of any kind executed by, through or with SAIAS, its officers, directors, agents and/or employees; or (4) with respect to this Agreement or any other agreements entered into with SAIAS relating to Client's accounts, or the breach thereof, shall be resolved by arbitration conducted only at the Financial Industry Regulatory Authority ("FINRA") and pursuant to the arbitration procedures of FINRA then in effect. The parties hereby acknowledge that it is their intent that the provisions of this arbitration agreement extent to any dispute arising out of or relating to the investment advisory or brokerage services provided to Client by SAIAS, Sterne Agee Asset Management, Inc., Sterne, Agee & Leach, Inc., Sterne Agee Financial Services, Inc., and/or Sterne Agee Clearing, Inc. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until (i) the class certification is denied; (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce any agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein. The provisions of this Section shall survive termination of this Agreement.

11. **Disclosure Brochure.** Client acknowledges that Client has received Part 2A of SAIAS's Form ADV and the Financial Advisor's Part 2B (together, the "Brochure"). Client acknowledges that the Brochure was provided to Client no later than the time of receipt of this Agreement.

[Signature page to follow]

By signing directly below, you are agreeing that you have read and understood all the terms and conditions of this Agreement and you agree to be bound by such.

Print Client Name

Joint Owner Name (if applicable)

X _____
Signature

X _____
Signature

Title or Capacity (if applicable)

Title or Capacity (if applicable)

Date

Date

Note: If more than one, all principals must sign. If any signatory is a fiduciary, the capacity in which he or she is acting must be indicated.

Financial Advisor:

OSJ/Branch Manager:

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

ACCEPTED BY STERNE AGEE INVESTMENT ADVISOR SERVICES, INC.:

Signature

Title

Print Name

Date

**STERNE AGEE PLANNING SOLUTIONS
FINANCIAL PLANNING FEE CONSENT FORM**

This Fee Consent Form confirms your agreement to the negotiated fee being charged, and the payment method for the preparation of your Financial Plan by your Financial Advisor. The fee will be processed after you receive the Financial Plan. Please complete all the applicable sections and contact your Financial Advisor should you have any questions or require assistance filling out this form.

Flat Fee Amount: \$ _____

Payment Method

Please select one of the following payment methods by checking the box:

Pay by Check (Payable to: Sterne Agee). If yes, please enter check number: _____

For tracking purposes, please include existing Sterne Agee account number here: _____

Debit from Sterne Agee Account. If yes, please enter the account information below:

DEBIT ACCOUNT NUMBER

ACCOUNT TITLE

By signing below, I confirm that I have received the Financial Plan from my Financial Advisor. I also confirm that I have received and reviewed the SAIAS Form ADV Part 2A and my Financial Advisor's Form ADV Part 2B, as well as the Financial Planning Agreement.

CLIENT SIGNATURE

PRINT NAME

DATE

JOINT OWNER SIGNATURE (if applicable)

PRINT NAME

DATE

For Sterne Agee (SALI/SAFS) Use Only

FINANCIAL ADVISOR NAME AND SIGNATURE

DATE

OSJ/BRANCH MANAGER NAME AND SIGNATURE

DATE

For Sterne Agee Investment Advisor Services, Inc. (SAIAS) Use Only

AUTHORIZED SAIAS AGENT NAME AND SIGNATURE

DATE