#### ALENA Wealth LLC 2023 Financial Planning Agreement

This Financial Planning Agreement ("Agreement") is entered into by and between **ALENA Wealth LLC ("Adviser")**, a registered investment adviser and [*select one:* Marioleni "Lena" Mandelis or Alan A. Ioffredo], Investment Adviser Representative ("Representative") and \_\_\_\_\_\_ ("Client"), whereby Client desires to receive financial planning services as outlined below.

#### 1. Services

Client agrees to retain Adviser, and Adviser agrees to counsel Client in connection with financial planning matters.

#### 2. Fees

The fee structure consists of **1**) Financial Plan Preparation Fees **<u>plus</u> 2**) Time.

#### <u>Time</u>

All time including personal meeting time, telephone conference time, email review and response time, conferences on Client's behalf with accountants, lawyers and others is charged at **\$500** per hour billed in six-minute intervals. Time will be charged unless it is specifically included in the financial planning preparation fee that is detailed in the Schedule of Services, an addendum to this agreement.

### **Financial Plan Preparation Fees**

If a financial plan or any specific work needs to be done for Client outside of meetings and telephone conferences with Client, a flat fee will be quoted if possible. The fee and the details of the work will appear in the Schedule of Services, an addendum to this agreement.

If a flat fee is not able to be quoted, the financial planning work will be charged on an hourly basis.

#### 3. Services that are charged by the hour

A flat fee cannot be quoted for the following services as it is difficult to estimate the time it would take to complete these projects.

- A. Onsite office setup and organization.
- B. Postmortem asset discovery and organization.
- C. Estate Settlement

#### 4. Disbursements

Client agrees to reimburse Adviser for out-of-pocket disbursements made on Client's behalf, including certified mail, registered mail, express mail, and overnight delivery charges (i.e. FedEx).

#### 5. Payments

Make check payable to ALENA Wealth LLC.

- Payment for all meetings (if meetings are charged by time) is due at the end of the meeting.
- If a flat fee is quoted, 50% of the fee is due and payable upon signing this agreement. The balance of the fee is due and payable upon completion of the plan presentation meeting.
- In general, an invoice will be sent to you monthly. An invoice may be sent after a meeting or upon completion of any financial plan, instead of at the end of the month. Full payment is due upon receipt.

### 6. Implementation

The Client is free to implement the recommendations of the Adviser with any company providing the appropriate services. The Client is under no obligation to implement the investment and insurance recommendations with the Adviser.

### 7. Term of the Agreement

The term of this agreement is to December 31, 2023. Work done after that time will be subject to a new agreement. The fee structure outlined in paragraph 2 may change subsequent to this agreement's expiration.

## 8. Ongoing Monitoring of Recommendations

- Client understands that the Adviser will <u>not</u> provide ongoing monitoring of their employer provided retirement plans (401k, 403b, 457, Pension, Profit Sharing, etc) unless specifically contracted to provide Asset Management services through LPL Financial LLC
- Client also understands that the Adviser will not provide ongoing monitoring of their investment portfolio, unless specifically contracted to provide Asset Management services through LPL Financial LLC.

## 9. Confidentiality

Information that Client provides to the Adviser will be treated as confidential unless such disclosure is required by law. Adviser will seek prior consent from Client to discuss or share this information with Client's other advisers (accountant, lawyer, etc).

### 10. Receipt of Disclosure Documents

Client acknowledges receipt of the following ALENA Wealth LLC disclosure documents: Form ADV Part 2A and 2B (Disclosure Brochure); Privacy Policy; Security Program Policies.

### 11. Disclosures

Financial Planning/Consulting/Limited Purpose offered through ALENA Wealth LLC, a Registered Investment Advisor, not affiliated with LPL Financial.

### 12. Termination

If a fee is paid in advance, Client may cancel the Agreement within five business days of signing the Agreement and receive a full refund of the fee paid. This

Agreement may be terminated by either party effective upon receipt of written notice to the other party. At time of termination all fees for work performed by the Adviser will be due and payable by the Client. At time of termination, Adviser will refund any unearned, prepaid fees to the Client.

#### 13. Assignment

The Agreement may not be assigned or transferred in any manner by any party without the written consent of all parties receiving or rendering services under this Agreement.

### 14. Notices

All written notices to any party under this Agreement shall be sent to such party by first class mail or facsimile transmission at the address set forth at the end of this agreement.

#### 15. Governing Law

This Agreement shall be construed under the laws of the Commonwealth of Massachusetts.

<u>X</u>

Signature

Client Name and Address:

Date:	

<u>X</u> Signature

Adviser: Marioleni Mandelis Alan A. Ioffredo ALENA Wealth LLC 57 Bedford Street, Suite 204 Lexington, MA 02420

# **Schedule of Services**

A financial plan containing the following will be prepared for a fee of \$\_\_\_\_\_.

### □ <u>Meetings, Telephone Conferences, and Emails</u>

Meetings, telephone conferences and emails with Client, with professionals and companies on behalf of the Client---

- □ **Are** included in flat fee quoted here.
- ☐ **Are not** included in flat fee quoted here.

### □ <u>Life SnapShot</u>

A Life SnapShot is a spreadsheet which contains important information about your financial and legal life. It serves as a road map to help your loved ones "figure out your affairs" and "settle things" if you are ill and cannot handle your affairs and/or if you transition from this planet. This is the tool we use to help you put "your affairs in order" and have Peace of Mind. This is the core of your financial plan.

The Life SnapShot spreadsheet contains the following:

### **Assets & Liabilities**

Assets, digital assets, collections, pensions, social security, liabilities, account registration, account number, value, information date, information source, primary and contingent beneficiaries, account trading authority and other information that is important to know regarding these accounts.

### Insurance

Life insurance, disability income insurance, long term care insurance, health insurance, home and auto insurance, account number, value, information date, information source, primary and contingent beneficiaries and other information that is important to know regarding insurance policies.

### Estate Documents

List of estate planning documents, date and individuals appointed in those documents. Location of estate planning and other important documents, Declaration of Homestead status, Safe Deposit Box location, home safe location, cemetery plot, existence of funeral/burial wishes, password vault and hidden items.

## People

List and contact information of children, grandchildren, key people, pets and advisers.

## □ Spending Awareness, Cash Flow and Debt Reduction

Review of cash flow, spending and debt. Recommendations regarding spending awareness, spending choices, cash flow and tools and techniques to make this less challenging.

### □ <u>Life Insurance</u>

Life insurance needs analysis taking into consideration survivor needs. Review of current life insurance policies (if applicable) and recommendations on these policies.

### Disability Income Insurance

Disability income needs analysis. Review of current disability insurance policies (if applicable) and recommendations on these policies.

### □ <u>Long Term Care Insurance</u>

Review of Client's current assets and income sources to determine if Long Term Care Insurance is appropriate.

#### **<u>Estate Planning Documents</u>**

Review of estate planning documents that are appropriate for family situation. This firm will not prepare estate planning documents. We can recommend estate planning lawyers that can draft estate planning documents for you for a separate fee.

### **<u>Estate Plan Funding</u>**

Once your estate planning documents are in place – recommendations as to the appropriate beneficiary designations and asset registrations.

#### **Beneficiary Designations Forms and/or Letters**

Preparation of beneficiary designation forms or letters for the following accounts:

### □ <u>Account Registration Forms and/or Letters</u>

Preparation of forms/letters to change the registrations for the following accounts:

#### □ <u>Simplification</u>

Recommendations to consolidate accounts in order to simplify recording keeping and tracking.

### □ <u>Account Consolidation</u>

Assistance in consolidating the accounts as agreed upon. The assistance provided will be as follows:

#### □ <u>Investment Recommendations</u>

Review and recommendations regarding current holdings in the following accounts. Investment recommendations for assets in the following accounts. Note that the recommendations for new investments will primarily consist of money markets, CDs, Savings Accounts, Lifestyle Mutual Funds and Funds of Funds. Accounts to be reviewed and allocated:

#### Employer Provided Retirement Plan Allocation (401k, 403b, 457, etc) Review of \_\_\_\_\_\_ investment allocation and recommendations regarding current and future investment allocations.

#### **Education Funding**

Review and recommendation of appropriate education funding options.

Client Name

Client Signature

Client Name

Client Signature

Date: \_\_\_\_\_

Adviser Name

Adviser Signature