

ClariVise Private Wealth Services Agreement Contract

This Agreement is entered into between ClariVise Private Wealth, Inc. ("ClariVise") and _____ ("Client") pursuant to which ClariVise will provide Client access to one or more of the services ("Services") detailed below.

1. **Services:** ClariVise

will make available to Client the services ("Services") selected by Client below (check all that apply):

- | | |
|--|--|
| <input type="checkbox"/> Electronic Account Aggregation | <input type="checkbox"/> Tax Management Consulting |
| <input checked="" type="checkbox"/> Electronic Vault Storage | <input type="checkbox"/> Business Consulting |
| <input type="checkbox"/> New Business Start-up Planning | |

2. Limitations of Services: The Services provided through this agreement do not constitute investment advice, financial advisory services, insurance consulting, tax or legal advice, or document preparation services, nor do any of the fees hereunder constitute a fee charged for the placement of insurance. To the extent that any written advice or correspondence concerns tax matters, it is not intended to be used and cannot be used by a taxpayer for the purpose of avoiding penalties that may be imposed by law. Client agrees to separately seek appropriate tax, accounting, or legal advice from appropriately licensed professionals.

3. Compensation: In return for the Services specified and selected in Section 1 above, the Client will pay a fee on an annual, quarterly, monthly, or one time basis as set forth on Exhibit A.

4. Disclosure of Interest and Capacity: The Services do not include recommendations to buy or invest in specific securities, products or accounts. Certain employees of ClariVise ("Representatives") are also registered representatives of Kestra Investment Services, LLC (Kestra IS) and authorized to provide securities brokerage services through Kestra IS, investment advisor representatives of Kestra Advisory Services, LLC (Kestra AS) and authorized to provide investment advisory services through Kestra AS, and/or licensed as an insurance agent for one or more insurance companies.

In those capacities, and separate from the Services provided hereunder (and subject to a separate agreement with Kestra IS and/or Kestra AS as applicable), Representatives may provide securities brokerage or investment advisory services, or you may engage Representatives to provide insurance products and services. In such circumstances, the Client may be charged or pay commissions or fees pursuant to the separate agreement or engagement referenced above. Client agrees to read such agreements and associated disclosure documents carefully to understand any conflicts or compensation arrangements associated with engaging Representatives to provide those products or services. The Client is under no obligation, however, to purchase any investment or insurance product or other advisory services in connection with the Services. However, to the extent the Client engages Kestra IS, Kestra AS or Representative (in the case of insurance products), you hereby authorize ClariVise to provide financial and other information collected or retained in connection with the Services to Kestra IS, Kestra AS or Representatives for the limited purposes of such companies or Representatives to provide you securities brokerage, investment advisory and/or insurance products and services.

5. Client Responsibilities: Client represents that all financial data and other information furnished to ClariVise and Representative in connection with the Services is true and correct to the best of Client's knowledge.

6. Termination: This Agreement may be terminated upon written notice to the other Party. Such written notice may be delivered electronically to the Client at the email provided _____. Client may send any termination request to [INSERT ClariVise EMAIL ADDRESS]. Once written notice is received by ClariVise, ClariVise will discontinue the Services in approximately 30 days. No refunds will be provided for Services rendered. To provide written notice to ClariVise, Client should send written notice to: ClariVise Private Wealth, Inc. [INSERT ADDRESS]. In the event Client has not provided an email address for electronic delivery, ClariVise shall send

termination notice to Client's address of record with the Representative, and will cease providing Services 30 days following the date of the written notice.

7. Limitation on Liability. Neither ClariVise nor any of its directors, officers, employees, representatives, affiliates or agents shall be liable for any loss sustained by Client as a result of the Services made available hereunder, except where such loss is a direct result of such person's gross negligence or willful misconduct.

8. Assignment: This Agreement may not be assigned or transferred in any manner by the Client or ClariVise without written consent of both Parties; provided, however, that ClariVise may assign this Agreement to an affiliated company upon prior written notice to the Client.

9. Entire Agreement/Amendments: This Agreement represents the entire agreement between parties. This Agreement may not be changed orally, but only in writing signed by each of the Parties. The Client acknowledges that this Agreement includes a pre-dispute arbitration clause located in Section 11. This Agreement is not effective and is not bound until both Parties have signed and payment has been received.

10. Governing Law. This agreement shall be governed by the laws of the State of Texas without regard to its rules governing conflicts of law.

11. Arbitration: This agreement contains a pre-dispute arbitration clause. By signing an Arbitration Agreement the Parties agree as follows:

o Pursuant to the following pre-dispute arbitration clause and disclosure statement, I understand and agree (i) arbitration is final and binding on all parties; (ii) the parties are waiving their right to seek remedies in court, including the right to jury trial; (iii) pre-arbitration discovery is generally more limited than and different from court proceedings; and (iv) the arbitrators' award is not required to include factual or legal reasoning and any party's right to appeal or seek modification of rulings is strictly limited.

Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be brought in Austin, Texas under the rules of the Financial Industry Regulatory Authority ("FINRA"); provided, however, if the dispute is not accepted by FINRA, it shall be brought in Austin, Texas under the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

TO THE CLIENT: PLEASE READ CAREFULLY

Client acknowledges that ClariVise is relying upon the following representations of Client in undertaking this project. By signing below Client represents:

- Client has carefully read this agreement, including the disclosure as related to conflicts of interest and the roles of ClariVise and Representative.
- Client will not rely, and is not relying upon, any oral or other representations or understandings that are contrary to this Agreement.

Client understands that this Agreement contains a pre-dispute arbitration clause in Section 11 above and Client has reviewed it carefully. Client hereby authorizes ClariVise to charge Client's credit card at such times and in such amounts as set forth on Exhibit A.

Agreed to on:

Signed:

Print Name:

Title (if an entity):

Exhibit A

ClariVise Private Wealth, Inc. Credit Card Authorization

Client Name: _____

Client Name: _____

Client Address: _____

Client Address: _____

Client email address: _____

Billing Frequency:

- Annually
- Quarterly
- Monthly
- One Time

Billing Amount: \$

Recurring Date:

Date Received:

Date Processed:

Processed by: