

# Investment Advisory Agreement (Client Contract)



**515 Groton Road  
Westford, MA 01886  
(978) 850-4910**

Advanced Portfolio Design, LLC is registered as an investment adviser with the states of Massachusetts and New Hampshire. This agreement is intended to outline the responsibilities of the parties regarding the investment management and financial planning services to be provided by Advanced Portfolio Design, LLC. This is an investment advisory agreement which is made between you and Advanced Portfolio Design, LLC.

- Asset Management** - Client(s) wish to retain Advanced Portfolio Design, LLC to act as an investment adviser for managed assets based on *a fee as a percent of assets under management* in accordance with the terms and conditions of this agreement.
- Financial Planning** - Client(s) wish to retain Advanced Portfolio Design, LLC to act in a financial planning capacity *for an hourly or a flat rate* in accordance with the terms and conditions of this agreement.
- Wealth Planning - Asset Management** combined with **Financial Planning**. Our full-service clients are entitled to pricing which is a significant discount to our standard Asset Management and Financial Planning fees. The fee will generally be determined as a percentage of managed assets and may or may not be converted to a percentage of net worth.

### **Asset Management**

1. We will give you the benefit of our continuing study of economic conditions, securities markets, and other economic issues. Based on these studies, we shall provide advice from time to time regarding the allocation of your assets, including the specific allocation of money market funds, CDs, mutual funds, exchange traded funds, municipal and government securities, stocks & stock options, bonds, unit investment trusts, annuities, and other appropriate investments.
2. After consulting with you, we will recommend that you establish and maintain accounts into which you deposit funds and/or securities in your name. This will be referred to as managed assets.
3. You may at any time increase or decrease your managed assets. Your account(s) will be, at all times, held solely in your name and will require your authorization for withdrawal.
4. You will receive statements directly from your broker/dealers, mutual funds, and other money managers, as appropriate.
5. On occasion, Advanced Portfolio Design, LLC may select and monitor other money managers (registered in your state) for you. You must recognize that separately managed accounts, mutual funds, unit investment trusts exchange traded funds, etc., also charge management fees that are separate from our fees. Advanced Portfolio Design, LLC will always strive to find the most cost-effective investments (or other solutions such as insurance) that are appropriate for your situation.
6. For asset management clients we will prepare a quarterly performance and asset allocation report. At least once per year we will provide a written commentary with detailed investment review data, buy or sell recommendations, and portfolio rebalancing recommendations.

### **Financial Planning**

7. We may provide financial planning services in the form of written financial plans and/or in-person consultations. These plans may be comprehensive in nature, or they may be limited in scope to just one (or more) areas of concern for you. The six basic areas of financial planning that may be addressed are financial position, protection planning, wealth accumulation for specific goals, income tax planning, retirement planning, and estate planning.
8. Financial planning analysis and recommendations will be based on the information you provide. Many factors are variable in nature and any estimates or projections will be based on the best estimate of the most likely outcomes.
9. We will work very hard to identify strategies that may benefit you. And we will collaborate with your other professional advisors to implement appropriate strategies. You should consult your tax preparer regarding any tax strategies discussed. We are not attorneys and do not give legal advice. You should consult your legal advisors regarding any legal issues and estate planning strategies we may discuss.

10. A) Discretionary Authority

                     We shall **have full power and authority in its sole discretion** to:  
(Client Initial)

1. Direct the Custodian to invest and reinvest or sell the Account assets in common and preferred stocks, bonds, debentures, notes, mutual fund shares, exchange-traded funds, options, variable life insurance, variable annuities, and fixed indexed annuities.
2. Direct the Custodian to exercise or abstain from exercising any options, privileges, or rights held as part of the account.
3. Render to Client at least quarterly a written statement of the investments of the Account. This statement may come directly from the Custodian.
4. Retain and allocate all or a portion of the Account to sub-advisers and third-party asset managers.

Or

B) Non-Discretionary Authority

                     We shall **with prior Client approval**:  
(Client Initial)

1. Direct the Custodian to invest and reinvest or sell the Account assets in common and preferred stocks, bonds, debentures, notes, mutual fund shares, exchange-traded funds, options, variable life insurance, variable annuities, and fixed indexed annuities.
2. Direct the Custodian to exercise or abstain from exercising any options, privileges, or rights held as part of the account.
3. Render to Client at least quarterly a written statement of the investments of the Account. This statement may come directly from the Custodian.

11. Any controversy or claim (with an individual) arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration, in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

12. This agreement may be modified upon such terms as may be mutually agreed upon in writing. This agreement is terminable by you within 5 business days, without penalty, from the date of acceptance by notifying us in writing by mail or hand delivered request delivered to Advanced Portfolio Design, LLC 515 Groton Road, Westford, MA 01886. Any fees paid in advance are refundable on a prorated basis. Either party may terminate this agreement upon written notice.

13. The agreement is not assignable by Advanced Portfolio Design, LLC without the advance written consent of the client. In other words, we may not transfer your contract to another company without your prior consent.

14. If this agreement is established by you, the undersigned, in a fiduciary capacity, you hereby certify that you are legally empowered to enter in or perform this agreement in such a capacity. If this agreement is established by a corporation, the undersigned certifies that the agreement has been duly authorized, executed and delivered on behalf of such corporation and that the agreement is a validly certified copy of a resolution of the Board of Directors of the corporation to that effect and authorizing the appropriate officers of the corporation to act on its behalf in connection with this agreement.
15. This agreement shall be governed by the laws of the state where the client resides. This agreement contains all the understanding of the parties as to this agreement.
16. You acknowledge that past performance of investments recommended by Advanced Portfolio Design, LLC should not be construed as an indication of future results, which will prove to be better or worse than past results. YOUR INVESTMENTS MAY GO UP OR DOWN, DEPENDING ON MARKET CONDITIONS AND OTHER FACTORS. We make no promises, guarantees or warranties that any of our services will result in a profit to you. You may rely on information furnished by us to be reasonably accurate and reliable.
17. You acknowledge that Advanced Portfolio Design, LLC is a registered investment adviser and not a broker/dealer. We do not represent, or receive commissions from, any broker/dealer or insurance company.

## Fees

18. You agree to allow Advanced Portfolio Design, LLC to withdraw percentage-based fees or flat dollar amount fees from your investment accounts managed by Advanced Portfolio Design, LLC. This will only be permitted when the client authorizes the agreement in writing in this contract; the advisor bills both the client and the custodian at the same time; the bill shows the amount of the fee, how it was calculated and the value of the assets upon which the bill is based; and at least quarterly, the custodian notifies the client how much has been paid to the advisor. Advanced Portfolio Design, LLC does not charge any setup fees or termination fees.
19. **Asset Management** - You agree to pay Advanced Portfolio Design, LLC \_\_\_\_\_% per year for managing your account(s). The fee varies depending on the size and complexity of your account. The annual negotiable fee for Asset Management only and retirement plan services is between 0.6% and 1.2%. The most typical range is from 0.8% to 1.1%. The fee will be based on the quarter-end balance of your accounts, and will be paid quarterly, at the end of each quarter.

For calculating quarterly, each fee is divided by 4 then calculated using the total billable household assets. For example, a 1% fee with \$1,000,000 assets under our management will be billed per quarter at a rate of .25%. This means that you would pay a \$2,500 fee each quarter if your assets under our management remained at \$1,000,000 for the entire year.

20. **Wealth Planning** - When clients take advantage of both our **Asset Management** services and our **Financial Planning** services (see below) this shall be referred to as "Wealth Planning." If this service is appropriate, our Asset Management and our Financial Planning services will be combined for a reduced rate.
21. **Financial Planning** - If you desire financial planning services, you agree to pay Advanced Portfolio Design, LLC a flat fee for consultations and a written financial plan and planning advice. 50% will be due upon this agreement with the remainder payable upon presentation of the plan to you. The flat fee is based upon estimated complexity and hours at \$300 per hour.

**Financial Planning**

Estimated project hours \_\_\_\_\_ times hourly rate \$300 = estimated fee \$ \_\_\_\_\_  
or a flat fee of \$ \_\_\_\_\_  
50% deposit paid today \$ \_\_\_\_\_  
Expected balance due upon completion \$ \_\_\_\_\_

**Limited Financial Planning Services**

Service: \_\_\_\_\_ custom fee structure \_\_\_\_\_

**Asset Management**

Annual fee as a total percent of managed assets \_\_\_\_\_%

**Wealth Planning - Asset Management with Financial Planning**

Asset Management \_\_\_\_\_%

Financial Planning \_\_\_\_\_%

Total Wealth Planning fee \_\_\_\_\_%

Total Assets to Manage: \$ \_\_\_\_\_ x \_\_\_\_\_% = \$ \_\_\_\_\_ estimated annual fee

\_\_\_\_\_  
Client's street address

\_\_\_\_\_, \_\_\_\_\_  
city state zip code

You certify that the social security number (or tax ID number) set forth is correct and that you are not subject to "backup withholding" under section 340(a)(1)(c) of the Internal Revenue Code or any successor provision.

By signing this agreement, you acknowledge that you have received and reviewed Advanced Portfolio Design, LLC's Disclosure Brochure (dated 03-05-2026) as required by the state of Massachusetts investment advisory regulations.

You acknowledge that you have received a copy of our Privacy and Data Security Policy (dated 03-20-2024) and our Fee Table (dated 03-06-2026)

First client name: \_\_\_\_\_ Taxpayer ID: \_\_\_\_\_

Signature: X \_\_\_\_\_ date: \_\_\_\_\_

Second client name: \_\_\_\_\_ Taxpayer ID: \_\_\_\_\_

Signature: X \_\_\_\_\_ date: \_\_\_\_\_

Signed at \_\_\_\_\_,  
city state

Financial Advisor: X \_\_\_\_\_ date \_\_\_\_\_