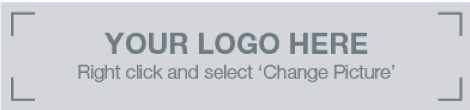
**Wealth Advisor Agreement**

This Wealth Advisor Agreement (the “**Agreement**”) is dated effective as of [Month] [Day], [Year] (the “**Effective Date**”), by and between [Firm], a [State] limited liability company (“**[Firm]**”),and [Advisor], an individual residing in the state of [State] (“**[Advisor]**”). Each of [Firm] and [Advisor]may hereinafter be referred to individually as a “**Party**” or collectively as the “**Parties**.”

WHEREAS, [Firm] and [Advisor] desire to enter into an employment agreement on the terms set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, conditions and obligations set forth below, the Parties, intending to be legally bound, hereby agree as follows.

1. **Employment.** [Firm] hereby employs [Advisor], and [Advisor] hereby accepts employment, commencing [Month] [Day], [Year] upon the terms and subject to the conditions hereinafter set forth in this Agreement for the period (such period, the “Employment Period”) commencing on the Effective Date and ending [enter duration or state that Agreement is open ended] (the “Expiration Date”); provided, that the Employment Period is subject to early termination as provided in Section 5 below, and to the extent that [Advisor]’s employment with [Firm] continues following the Expiration Date, unless otherwise agreed to by the Parties in writing, [Advisor] will continue his employment as an “at will” employee.
2. **Position; Duties.**
3. [Advisor] will be employed as a Wealth Advisor of [Firm] at [Firm]’s [City, State] office (the “[City] Office”). [Advisor] will have such duties and responsibilities as are commensurate with such title, and as may be assigned, from time to time, by and subject to the direction and supervision of [Firm]’s officers, managers and directors (the “[Firm] Management”). [Advisor] agrees to devote his full time and best efforts to the performance of his duties to [Firm]. Such duties shall include, without limitation, (i) managing, maintaining and retaining client relationships at the [City] Office; (ii) converting clients of the [City] Office to [Firm] models, strategies and fee structures (the “[Firm] Strategies”) upon completion and where suitable after a financial analysis has been performed by [Advisor] or [Advisor]’s qualified designee; (iii) engaging in business development activities, including obtaining new clients and obtaining additional investments from existing clients; (iv) recruiting new advisors to the [City] Office; (v) mentoring advisors identified as successors during conversion and transition of current clients to new advisors; (vi) managing the day-to-day activities of the [City] Office, and (vii) performing all duties and responsibilities describe on Exhibit A attached hereto.
4. [Advisor] shall provide to the [Firm], on an annual fiscal year basis, a proposed budget for the [City] Office. Such budgets shall be prepared with input from [Firm] and shall be provided to [Firm] at least thirty (30) days prior to the beginning of each such respective period. Such budgets may be modified by [Firm] in its sole and absolute discretion. Once approved by [Firm], [Advisor] shall adhere to such budgets.
5. [Firm] shall have the right to purchase, in [Advisor]’s name, a “key man” life insurance policy naming [Firm] and any of its affiliates as the sole beneficiary thereunder, and [Advisor] agrees to cooperate with [Firm]’s procurement of such policy.
6. **Compensation and Benefits.**
7. In consideration for the services of [Advisor] hereunder, [Firm] will compensate [Advisor] as described in the attached Exhibit B. The compensation identified in Exhibit B shall be paid to [Advisor] in accordance with the general payroll practices of [Firm] in effect from time to time.
8. During the Employment Period, [Advisor] shall be entitled to participate in the following employee benefit plans as may be established from time to time by [Firm], on the same basis as those benefits are generally made available to other [Firm] employees: medical, dental, short-term disability, long-term disability, life insurance and 401(k) plan. Nothing herein shall restrict or prevent [Firm] from changing or discontinuing any employee benefit plans at any time.
9. **Expenses.** [Advisor], in connection with the services to be performed by him pursuant to the terms of this Agreement, may be required to make payments for travel and similar expenses. [Firm] will reimburse [Advisor] for all reasonable expenses of types authorized by [Firm] and incurred by [Advisor] in the performance of his duties hereunder. [Advisor] will comply with such budget limitations and approval and reporting requirements with respect to expenses as [Firm] may establish from time to time. [Firm] may, in its absolute and sole discretion approve or deny any requests for reimbursement made by [Advisor] and [Firm]’s decision shall be final and binding.
10. **Early Termination of Employment.** [Advisor]’s employment with [Firm] and the Employment Period hereunder shall terminate prior the Expiration Date upon the earliest to occur of [Advisor]’s death or permanent disability, a termination by [Firm] with Cause (as defined in Section 5(C) below), and a termination by [Advisor] for any reason.
11. If, prior to the Expiration Date, [Advisor]’s employment with [Firm] is terminated (i) by [Firm] with Cause; (ii) due to [Advisor]’s resignation for any reason or no reason; or (iii) [Advisor]’s death or permanent disability, the (a) the Employment Period shall be deemed to have ended as of the date [Advisor] ceases to be employed by [Firm], and (b) [Advisor] shall only be entitled to receive Termination Compensation as outlined in the Exhibit C.
12. Except as expressly provided in Section 5(A), upon the date [Advisor] ceases to be employed by [Firm] (i) all of [Advisor]’s rights to Compensation, Benefits (except those required to continue by the Affordable Care Act of 2010 and the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”) benefits mandated by law, Base Salary through the effective date of [Advisor]’s termination of employment, and amounts required to be paid to [Advisor] upon a termination of employment under applicable law) hereunder (if any) shall cease, and (ii) no other severance compensation or retirement benefits shall be payable by [Firm] to [Advisor].
13. For purposes of this Agreement, “Cause” shall mean the following: (i) the conviction of, or plea of guilty or nolo contendere by [Advisor] of a felony or any crime involving dishonesty in respect of the business or affairs of [Firm]; (ii) failure, as determined solely by [Firm], by [Advisor] to perform his duties as defined herein, diligently and in a manner consistent with prudent business practices, which failure is not cured by [Advisor] after receiving notice of such failure; (iii) material violation of the written policies and procedures of [Firm] that is not cured (if curable) within fourteen (14) days after actual receipt of written notice from [Firm]; (iv) theft of property of [Firm] or falsification of documents of [Firm] or dishonesty in their preparation; (v) [Advisor] in unable to perform his duties due to the abuse of alcohol, illegal drugs, or illegal controlled substances or the abuse of, or any use contrary to its prescribed use, of drugs or medication prescribed by a physician or other medical professional licensed to prescribe such substances; (vi) [Advisor]’s breach of any material provision of the Agreement ,including any non-competition and non-solicitation provision thereof; (vii) [Advisor]’s breach of any material provision of any other agreement between [Firm] and [Advisor] that is not cured (if curable) within fourteen (14) days after actual receipt of written notice form [Firm]; (viii) any action by [Advisor] that is likely to materially injure the business, financial condition , or operations of [Firm]; or (ix) [Advisor]’s failure to conform to the rules and regulations of the Securities and Exchange Commission (“SEC”) the Financial Industry Regulatory Authority (“FINRA”), the Municipal Securities Rule Making Board (“MSRB”), the National Futures Association (“NFA”), the Commodity Futures Trading Commission (“CFTC”) and the various states, to the applicable federal and state laws and to the established customs, standards and policies and procedures of the securities industry.
14. Any termination for Cause shall be accompanied by the contemporaneous delivery by [Firm] of a written notice specifying the ground for such termination reasonably supported by a statement of the underlying facts.
15. Except for COBRA benefits (for which statutory requirements must be met) and compensation for current clients of [Advisor] (“[Advisor] Clients”) as identified on Exhibit D attached hereto, compensation through the effective date of the [Advisor]’s termination of employment, and amounts required to be paid to [Advisor] upon a termination of employment under applicable law, [Advisor] shall not be entitled to receive any payments, benefits or other compensation under this Section 5 unless and until [Advisor] has executed and delivered to [Firm] a mutually agreeable release pursuant to which [Advisor] releases all claims he may have against [Firm] arising out of the termination of his employment.
16. It is the intent of the Parties hereto that if [Advisor] is no longer employed with [Firm] for any reason upon the expiration of the Employment Period, [Advisor] will not be eligible to receive any compensation for [Advisor]’s Clients as identified in Exhibit D.
17. **Taxes**. All compensation (including bonus payments) and benefits provided to [Advisor] hereunder shall be subject to any and all applicable withholding, employment and other taxes.
18. **Representations and Warranties of [Advisor]**. [Advisor] hereby represents and warrants to [Firm] that (i) the execution, delivery and performance of this Agreement by [Advisor] does not and shall not conflict with, breach, violate or cause a default under any agreement, contract or instrument to which [Advisor] is a party or any judgment, order or decree to which [Advisor] is subject; (ii) [Advisor] is not a party to or bound by any employment agreement, consulting agreement, non-compete agreement, confidentiality agreement or similar agreement with any other person or entity; and (iii) upon the execution and delivery of this Agreement by [Firm] and [Advisor], this Agreement will be a valid and binding obligation of [Advisor], enforceable in accordance with its terms.
19. **Non-Competition**. Because of [Firm]’s legitimate business interest as described in this Agreement and the good and valuable consideration offered to [Advisor], the receipt and sufficiency of which is acknowledged, during the term of [Advisor]’s employment and for the [Term of Years or Months], to run consecutively, beginning on the last day of [Advisor]’s employment with [Firm], whether terminated for any reason or no reason, by [Advisor] or [Firm], (the "Restricted Period"), [Advisor] agrees and covenants not to engage in Prohibited Activity within the [Description of scope of geographic restriction and/or subsection or industry or customer list] ("Restricted Territory").

For purposes of this non-compete clause, "Prohibited Activity" is activity in which [Advisor] contributes [Advisor]'s knowledge, directly or indirectly, in whole or in part, as an employee, employer, owner, operator, manager, advisor, consultant, contractor, agent, partner, director, stockholder, officer, volunteer, intern, or any other similar capacity to an entity engaged in the same or similar business as [Firm], including those engaged in the business of [Description of Business] within the Restricted Territory. Prohibited Activity also includes activity that may require or inevitably require disclosure of trade secrets, proprietary information, or confidential information.

This Section does not, in any way, restrict or impede [Advisor] from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order.

1. **Non-Solicitation of Employees.** [Advisor] agrees and covenants not to directly or indirectly solicit, hire, recruit, or attempt to solicit, hire, or recruit, any employee of [Firm] or any employee who has been employed by [Firm] in the [Number] months preceding the last day of [Advisor]'s employment (collectively, "Covered Employee"), or induce the termination of employment of any Covered Employee for a period of [Term of Years or Months], beginning on the last day of [Advisor]'s employment with [Firm], regardless of the reason for the employment termination during the Restricted Period.

This non-solicitation provision explicitly covers all forms of oral, written, or electronic communication, including, but not limited to, communications by email, regular mail, express mail, telephone, fax, instant message, and social media, including, but not limited to, Facebook, LinkedIn, Instagram, Twitter, and any other social media platform, whether or not in existence at the time of entering into this Agreement. However, it will not be deemed a violation of this Agreement if [Advisor] merely updates the Employee's LinkedIn profile or connects with a Covered Employee on Facebook, LinkedIn, or other social media platform without engaging in any other substantive communication, by social media or otherwise, that is prohibited by this section. This Section does not restrict or impede, in any way, and shall not be interpreted or understood as restricting or impeding, [Advisor] from exercising protected rights that cannot be waived by agreement.

1. **Non-Solicitation of Clients.** [Advisor] understands and acknowledges that because of [Advisor]'s experience with and relationship to [Firm], [Advisor] will have and will continue to have access to and will learn and will continue to learn about much or all of [Firm]'s client information, including, but not limited to, Confidential Information. "Client Information" includes, but is not limited to, names, phone numbers, addresses, email addresses, order history, order preferences, chain of command, pricing information, and other information identifying facts and circumstances specific to the client.

The [Advisor] understands and acknowledges that: (i) [Firm]'s relationships with its clients is of great competitive value; (ii) [Firm] has invested and continues to invest substantial resources in developing and preserving its client relationships and goodwill; and (iii) the loss of any such client relationship or goodwill will cause significant and irreparable harm to [Firm]. The [Advisor] agrees to Termination Payments as outlined in the Exhibit C.

[Advisor] agrees and covenants, for a period of [Terms of Years or Months], beginning on the last day of [Advisor]'s employment with [Firm], whether terminated for any reason or no reason, by [Advisor] or [Firm], not to directly or indirectly solicit, contact, or attempt to solicit or contact, using any other form of oral, written, or electronic communication, including, but not limited to, email, regular mail, express mail, telephone, fax, instant message, or social media, including but not limited to Facebook, LinkedIn, Instagram or Twitter, or any other social media platform, whether or not in existence at the time of entering into this agreement, or meet with the [Firm]'s current, former, or prospective clients for purposes of offering or accepting goods or services similar to or competitive with those offered by [Firm]. However, it will not be deemed a violation of this Agreement if [Advisor] merely updates [Advisor]'s LinkedIn profile, or connects with a covered client or former client on Facebook or LinkedIn, without engaging in any other substantive communication, by social media or otherwise, that is prohibited by this section.

These restrictions only apply to:

1. Clients or prospective clients not solely sourced by [Advisor].
2. Clients who became clients prior to [Advisor]'s employment with [Firm].
3. **Choice of Law; Jurisdiction; Waiver of Jury Trial**.
4. This Agreement shall in all respects be construed in accordance with and governed by the internal laws of the state of [State], without giving effect to any choice of law statutes or provisions which would cause it to be governed by any other state’s laws.
5. Except as otherwise specifically provided herein, [Advisor] and [FIRM] each hereby irrevocably submit to the exclusive jurisdiction of the United States District Courts located in the state of [State] (or, if subject matter jurisdiction is not available in that court, in any state court located within the state of [State]) over any dispute arising out of or relating to this Agreement. Except as otherwise specifically provided in this Agreement, the Parties undertake not to commence any suit, action, or proceeding arising out of or relating to this Agreement in a forum other than a form described in this Section 11(B); provided, however, that nothing herein shall prelude [Firm] from bringing any suit, action or proceeding in any other court for the purposes of enforcing the provisions of this Section 11 or enforcing any judgment obtained by [Firm].
6. The agreement of the Parties to the forum described in Section 11(B) is independent of the law that may be applied in any suit, action, or proceeding and the Parties agree to such forum even if such forum may, under applicable law choose to apply non-forum law. The Parties hereby waive, to the fullest extent permitted by applicable law, any objection which they now or hereafter have to personal jurisdiction or to the laying of venue of any such suit, action, or proceeding brought in an applicable court described in Section 11(B), and the Parties agree that they shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court. The Parties agree that, to the fullest extent permitted by applicable law, a final and non-appealable judgment in any suit, action, or proceeding brought in any applicable court described in Section 11(B) shall be conclusive and binding upon the Parties and may be enforced in any other jurisdiction.
7. Each Party hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action, or proceeding arising out of or relating to this Agreement. Each Party hereto (i) certifies that no representative, agent, or attorney of any other Party has represented, expressly or otherwise, that such Party would not, in the event of any action, suit, or proceeding, seek to enforce the foregoing waiver; and (ii) acknowledges that it and the other Party hereto has been induced to enter into this Agreement by, among other things, the mutual waiver and certifications in this Section 11.
8. **General.**

## *Notices*. All notices or other communications required or permitted under this Agreement must be in writing and will be deemed to have been duly given when delivered in person or sent by electronic communication with a confirmation of transmission, transmitted by first class, registered or certified mail, postage prepaid, return receipt requested, or sent by prepaid overnight delivery services to the parties at the following addresses (or at such other address as shall be specified by the parties by like notice):

[Advisor]: [Advisor Name]

[Address]

[City, State Zip Code]

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[FIRM]: [Firm]

Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Address]

[City, State, Zip Code]

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. *Severability*. If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired.
2. *Waivers*. No delay or omission by either Party hereto in exercising any right, power or privilege hereunder will impair such right, power or privilege, nor will any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.
3. *Assignment*. [Advisor] may not assign his/her rights and/or obligations under this Agreement without the prior written consent of [Firm].
4. *Entire Agreement*. This Agreement contains the entire understanding of the Parties and will not be amended except by a written instrument signed by each of the Parties hereto.
5. *Set Off; Mitigation*. [Advisor]’s obligation to pay [Firm] the amounts provided and to make the arrangement provided hereunder shall be subject to set-off, counterclaim or recoupment of amounts owed by [Advisor] to [Firm] or its affiliates.

[Firm]

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Advisor]

Witness to Advisor’s Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed as of the date and year first above written.

**Exhibit A**

**Duties & Responsibilities**

[Could insert Job Description]

**Exhibit B**

**Compensation Plan**

[Could insert Advisor Growth Path]

**Exhibit C**

**Termination Compensation/Payments**

SAMPLE COMPENSATION TEXT:

**[Firm]** shall pay to **[Advisor]**, or **[Advisor]**’s estate in the event of **[Advisor]** r’s death, over a period of twenty-four (24) months in monthly installments, an initial prorated amount equal to one (1) month of base commissions for each full year of service Advisor rendered to **[Firm]**,not to exceed twelve (12) service years.

SAMPLE PAYMENT TEXT:

If **[Advisor]** solicits and/or accepts clients protected by this Agreement during the non-solicitation period, **[Advisor]** pays to **[Firm]** six (6) times the trailing twelve (12) months revenue received by **[Firm]** for each protected client to be solicited or accepted by **[Advisor]** during the first twelve (12) months following **[Advisor]**’s termination; five (5) times the trailing twelve (12) months revenues if solicitation or acceptance is within months 13 through 15 following **[Advisor]**’s termination; four (4) times the twelve (12) months revenues if solicitation or acceptance is within months 16 through 18 following **[Advisor]**’s termination; three (3) times the twelve (12) months revenues if solicitation or acceptance is within months 19 through 21 following **[Advisor]**’s termination; two (2) times the twelve (12) months revenues if solicitation or acceptance is within months 22 through 24 following **[Advisor]**’s termination as consideration for the expense and investment by **[Firm]** in securing and servicing the client and the training and education of **[Advisor]**. This payment shall be made prior to any contact with client by **[Advisor]** following **[Advisor]**’s termination.

**Exhibit D**

**[Advisor]’s Clients**