

Financial Advisory Agreement

This *Financial Advisory Agreement* (“*Agreement*”) is entered into on _____ (“*Effective Date*”) by and between the parties below:

Advisor

Client

Client and Advisor may be referred to individually as a “*Party*” and collectively as the “*Parties.*”

1. Purpose of the Agreement

The purpose of this Agreement is to establish the terms under which the Advisor will provide financial advisory services to the Client. These services are intended to assist the Client in making informed financial decisions related to investments, financial planning, or related matters as described in the Scope of Services.

This Agreement governs the professional relationship between the Parties and defines their respective responsibilities, rights, and obligations.

2. Scope of Services

The Advisor agrees to provide financial advisory services to the Client, which may include, as appropriate:

- Evaluation of the Client’s financial goals, risk tolerance, and investment preferences
- Development of financial planning strategies and investment recommendations
- Portfolio review and asset allocation guidance
- Analysis of financial instruments, investment opportunities, or financial structures
- Periodic consultations to review financial performance and strategy

The Advisor’s role is advisory in nature. Unless expressly authorized in writing, the Advisor will not execute transactions, manage accounts directly, or hold custody of Client funds or assets.

The Client retains full authority and discretion to accept, reject, or modify any recommendation made by the Advisor.

3. Client Responsibilities

The Client agrees to cooperate with the Advisor and provide information necessary for the performance of advisory services. The Client's responsibilities include:

- Providing accurate, complete, and up-to-date financial information
- Informing the Advisor of any material changes in financial circumstances, objectives, or risk tolerance
- Reviewing recommendations and reports provided by the Advisor in a timely manner
- Making final decisions regarding investment actions or financial strategies

The Client acknowledges that the quality and usefulness of advisory services depend on the accuracy and completeness of the information provided.

4. Standard of Care

The Advisor shall perform services under this Agreement using reasonable professional care, skill, and diligence consistent with generally accepted standards for financial advisory services.

The Advisor shall make recommendations based on information provided by the Client and available market data but does not guarantee the performance, outcome, or profitability of any financial strategy or investment.

5. Compensation and Payment Terms

In consideration for the services provided, the Client agrees to pay the Advisor fees as outlined below.

Fee Type	Description	Amount or Rate	Payment Terms
Advisory Fee	Financial advisory and consultation services		
Additional Services	Specialized analysis, financial modeling, or other requested services		

Payments shall be made within _____ days of the invoice date unless otherwise agreed in writing.

The Advisor may suspend services if payments remain outstanding beyond the agreed payment period after providing written notice to the Client.

6. Confidentiality

Each Party agrees to keep confidential any non-public financial, business, or personal information disclosed during the course of this Agreement.

Confidential information may only be used for the purposes of fulfilling obligations under this Agreement and must not be disclosed to third parties without prior written consent, unless disclosure is required by law or regulatory authority.

This obligation continues after the termination of this Agreement.

7. Conflicts of Interest

The Advisor agrees to disclose any known conflicts of interest that could reasonably affect the impartiality of the advice provided.

Where potential conflicts arise, the Advisor shall inform the Client promptly so that the Client may decide whether to proceed with the advisory services.

8. Limitation of Liability

The Advisor shall not be responsible for financial losses resulting from:

- Market fluctuations or economic conditions
- Decisions made by the Client based on advisory recommendations
- Incomplete or inaccurate information provided by the Client
- Actions taken by third-party financial institutions, brokers, or service providers

Nothing in this clause limits liability for conduct involving fraud, intentional wrongdoing, or gross negligence.

9. Term and Termination

This Agreement begins on the Effective Date and continues until terminated in accordance with the Termination clause.

Either Party may terminate this Agreement by providing [Number] days written notice to the other Party.

A Party may terminate this Agreement immediately if the other Party materially breaches its obligations and fails to remedy the breach within a reasonable period after receiving written notice.

Upon termination:

- All outstanding fees for services performed prior to termination become immediately payable.
- The Advisor will deliver any completed reports or advisory materials that have been prepared for the Client.
- Confidentiality obligations will remain in effect.

10. Independent Contractor Relationship

The Advisor performs services as an independent contractor. Nothing in this Agreement creates an employment relationship, partnership, joint venture, or agency relationship between the Parties.

The Advisor is responsible for its own personnel, taxes, and regulatory compliance relating to the provision of advisory services.

11. Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of _____, without regard to conflict of law principles.

If a dispute arises out of or in connection with this Agreement, the Parties agree to first attempt to resolve the matter through good faith negotiations.

If the dispute cannot be resolved through negotiation, the Parties may submit the matter to mediation or pursue resolution through a competent court within the governing jurisdiction.

12. Amendments

This Agreement may only be amended by a written document signed by both Parties.

No verbal modification or informal communication shall alter the terms of this Agreement.

13. Entire Agreement

This Agreement represents the complete understanding between the Parties concerning financial advisory services and supersedes any prior discussions, proposals, or agreements relating to the same subject matter.

By signing below, the Parties acknowledge that they have read and understood this Agreement and agree to be bound by its terms.

Advisor

Name

Date

Signature

Client

Name

Date

Signature



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