

LIMITED REFERRAL AGREEMENT FOR ESTATE PLANNING LEGAL SERVICES

This Limited Referral Agreement (“Agreement”) is entered into as of _____, 20__ (“Effective Date”), by and between:

Law Firm: The Dec Firm PLLC (“Law Firm”), with its principal office located at 8940 Main Street, Clarence, NY 14031.

and

Financial Planner: _____ (“Financial Planner”), with its principal office located at _____, holding the following professional designation(s): _____.

The Law Firm and Financial Planner are collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, the Financial Planner provides financial planning and advisory services to individuals and families and has identified the need for certain clients to receive estate planning legal counsel;

WHEREAS, the Law Firm maintains a practice that includes estate planning, wills, trusts, powers of attorney, advance directives, and related matters;

WHEREAS, the Parties wish to establish a framework under which the Financial Planner may refer clients to the Law Firm for estate planning legal services, subject to the client’s informed written consent to share relevant information between the Parties;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PURPOSE AND SCOPE

1.1 This Agreement establishes the terms under which the Financial Planner may refer individual clients (“Referred Clients”) to the Law Firm for legal advice and representation limited to estate planning matters, including but not limited to: the preparation of wills, revocable and irrevocable trusts, powers of attorney, healthcare directives, beneficiary designations, and related estate and succession planning documents.

1.2 The Law Firm’s engagement with any Referred Client shall be governed by a separate attorney-client engagement letter between the Law Firm and the Referred

Client. Nothing in this Agreement creates an attorney-client relationship between the Law Firm and the Financial Planner, nor between the Law Firm and any client of the Financial Planner absent a signed engagement letter.

1.3 The Financial Planner's referral of clients hereunder shall not constitute the practice of law, and the Financial Planner shall not provide legal advice to any Referred Client.

2. REFERRAL PROCESS

2.1 When the Financial Planner identifies a client who may benefit from estate planning legal services, the Financial Planner shall provide the client with the Law Firm's contact information and a brief description of the services available.

2.2 Prior to sharing any client information with the Law Firm, the Financial Planner shall obtain the client's written informed consent using the Client Consent and Authorization Form attached hereto as Exhibit A or a substantially similar form.

2.3 No client information shall be shared between the Parties without the client's prior written consent. The Parties acknowledge that each owes independent duties of confidentiality to the client under their respective professional and ethical obligations.

3. CLIENT CONSENT AND INFORMATION SHARING

3.1 Each Referred Client must execute the Client Consent and Authorization Form (Exhibit A) before the Parties share any personal, financial, or legal information regarding the client.

3.2 The scope of information sharing shall be limited to what is reasonably necessary for the Law Firm to provide estate planning legal services and for the Financial Planner to coordinate financial planning activities that relate to the estate plan. This may include, but is not limited to: asset and liability summaries, beneficiary information, family structure, existing estate planning documents, insurance policies, retirement account information, and business ownership interests.

3.3 The client may revoke consent at any time by providing written notice to either Party. Upon receipt of such revocation, the receiving Party shall promptly notify the other Party, and all information sharing between the Parties regarding that client shall cease.

3.4 Both Parties shall maintain all shared client information in strict confidence and shall use such information solely for the purposes described in this Agreement and in furtherance of the client's interests.

4. COMPENSATION AND FEE ARRANGEMENTS

4.1 No referral fees shall be paid by either Party to the other Party in connection with referrals made under this Agreement. Each Party shall bill and collect fees directly from the client for services rendered within its respective professional scope.

4.2 The Law Firm's fees for estate planning services shall be communicated directly to the Referred Client in the attorney-client engagement letter and are entirely independent of this Agreement.

4.3 Nothing in this Agreement obligates any Referred Client to engage the Law Firm or to continue the services of the Financial Planner.

5. INDEPENDENT PROFESSIONAL RELATIONSHIP

5.1 The Parties are and shall remain independent professionals. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment relationship, or agency between the Parties.

5.2 Each Party shall maintain its own professional liability insurance in amounts appropriate for its practice and in compliance with applicable regulatory requirements.

5.3 Each Party shall be solely responsible for the quality and propriety of services rendered to clients within its own professional capacity. Neither Party shall be liable for the acts, omissions, or professional advice of the other Party.

6. ETHICAL AND REGULATORY COMPLIANCE

6.1 The Law Firm shall comply with all applicable rules of professional conduct governing attorneys in its jurisdiction, including but not limited to rules regarding client confidentiality, conflicts of interest, and fee-sharing restrictions.

6.2 The Financial Planner shall comply with all applicable laws, rules, and regulations governing its profession, including fiduciary obligations, disclosure requirements, and privacy laws.

6.3 Both Parties shall comply with applicable federal and state privacy laws, including but not limited to the Gramm-Leach-Bliley Act (if applicable) and any state data protection laws.

7. TERM AND TERMINATION

7.1 This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year, unless earlier terminated as provided herein. This Agreement shall automatically renew for successive one (1) year terms unless either Party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Either Party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other Party.

7.3 Upon termination, the Parties' obligations of confidentiality with respect to client information shall survive. Neither Party's existing engagements with Referred Clients shall be affected by the termination of this Agreement.

8. GENERAL PROVISIONS

8.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

8.2 **Entire Agreement.** This Agreement, together with Exhibit A, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, and agreements.

8.3 **Amendments.** This Agreement may not be amended or modified except by a written instrument signed by both Parties.

8.4 **Notices.** All notices under this Agreement shall be in writing and delivered by hand, certified mail, or email to the addresses set forth above or to such other address as a Party may designate in writing.

8.5 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

8.6 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

LAW FIRM:

Signature

Printed Name and Title

Date

FINANCIAL PLANNER:

Signature

Printed Name and Title

Date

EXHIBIT A

CLIENT CONSENT AND AUTHORIZATION FORM

Information Sharing for Estate Planning Services

Client Name: _____

Date: _____

I. Introduction and Purpose

This form authorizes the sharing of certain personal and financial information between your financial planner and the law firm identified below for the limited purpose of providing you with coordinated estate planning services. By signing this form, you consent to the exchange of information as described herein.

Financial Planner: _____

Law Firm: The Dec Firm, PLLC

II. Scope of Information Sharing

I authorize the above-named Financial Planner and Law Firm to share the following categories of information with each other, to the extent reasonably necessary to advise me on estate planning matters:

(a) Personal and family information, including marital status, dependents, and family relationships; (b) Financial information, including asset and liability summaries, income information, insurance policies, retirement accounts, and business interests; (c) Existing estate planning documents, including wills, trusts, powers of attorney, and beneficiary designations; (d) Tax-related information relevant to estate planning; and (e) Any other information I specifically authorize in writing.

III. Limitations on Use

I understand that the information shared between the Financial Planner and Law Firm shall be used solely for the purpose of advising me on estate planning matters and coordinating related financial planning activities. Neither party may disclose my information to any third party without my separate written authorization, except as required by law or court order.

IV. Attorney-Client Privilege

I understand that sharing information with the Financial Planner, who is not an attorney, may affect the attorney-client privilege that otherwise protects communications between me and the Law Firm. I have been advised to discuss the implications of this waiver with

the Law Firm before signing this form. By signing below, I acknowledge that I understand this potential effect and consent to the information sharing described herein.

V. Voluntary Consent and Right to Revoke

My consent is entirely voluntary. I am not required to sign this form to receive legal or financial planning services. I understand that I may revoke this authorization at any time by providing written notice to either the Financial Planner or the Law Firm. Revocation will not affect information shared prior to the date of revocation.

VI. Duration

This authorization shall remain in effect for the duration of my engagement with both the Financial Planner and the Law Firm, or until I revoke it in writing, whichever occurs first.

VII. Acknowledgments

By signing below, I acknowledge and confirm that: (a) I have read and understand this Consent and Authorization Form; (b) I have had the opportunity to ask questions of both the Financial Planner and the Law Firm; (c) I understand the potential impact on attorney-client privilege; (d) I consent voluntarily and without coercion; and (e) I have received a copy of this form for my records.

CLIENT SIGNATURE

Client Signature

Client Printed Name

Date