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## Discretionary Wealth Management Agreement

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This discretionary wealth management agreement ("Agreement") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ ("you" or "your") whose mailing address is \_\_\_\_\_ and whose email address is \_\_\_\_\_; and Exencial Wealth Advisors, a registered investment adviser, whose mailing address is 9108 N. Kelley Ave., Oklahoma City, OK 73131 ("we," "our," or "us").

We sincerely appreciate the confidence you have expressed in our investment advisory firm and we look forward to working with you. The primary purpose of this Agreement is to spell out in everyday terms what you can expect from us and what we expect from you. We anticipate a positive, long-term and mutually beneficial relationship with you.

You and we agree:

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### 1. Wealth Management Services.

Subject to the terms and conditions of this Agreement, we will provide you with the following Wealth Management Services, should you choose to engage us in each of these areas:

- Designing, implementing, monitoring and maintaining an investment plan, economic assumptions and target asset allocation commiserating your risk appetite.
- Advising on specific financial issues.
- Establishing financial goals.
- Reviewing and providing a statement of your current financial position.
- Analyzing cash flow and reviewing debt management.
- Coaching or validation in addressing a particular financial topic.
- Providing you with advice on the investment of the assets and accounts that we are managing under this Agreement or described on Table 1 of Exhibit A ("Assets"). We will periodically monitor and review the Assets in accordance with your investment needs, goals, objectives and risk appetite, as agreed upon ("Investment Needs").

You acknowledge that, with respect to the financial planning and/or consulting services listed above, our role will be that of a coordinator between you and your designated professionals.

With respect to the investment management services listed above, you appoint us your attorney-in-fact and grant us limited power-of-attorney with discretionary trading authority over the Assets to buy, sell and otherwise effect investment transactions related to the Assets. You authorize us, without prior consent, to (a) implement transactions for your Assets; (b) buy, sell and trade stocks, bonds, mutual funds, index funds, exchange traded funds, short-term money-market instruments and other securities and contracts, including on margin if you have signed a separate margin authorization; and (c) give instructions to the broker-dealer and the custodian of your Assets.

When performing any Wealth Management Services under this Agreement, we are not your attorneys and no portion of any of the services rendered by us should be interpreted by you as legal advice. We recommend that you seek the advice of a qualified attorney.

Please note that income tax preparation services are not included in Wealth Management Services. If you need income tax preparation services, you may engage us under a separate written engagement for an additional fee. For all other accounting-related matters, we recommend that you seek the advice of an independent accountant.

- A. Use of Third-Party Advisers. At times, we will recommend the services of one or more unaffiliated third-party investment managers ("TPIMs") to manage some or all of your assets if we deem such actions to be in your best interest. When recommending you to a TPIM, we will (i) gather such information as investment objectives, risk appetite, investment guidelines, time horizons and other important and necessary information relating to your assets; (ii) based upon such information, determine appropriate allocations of your assets; and (iii) recommend one or more TPIMs whose management style and strategies are consistent with your objectives and financial profile. You hereby authorize us to hire and fire TPIMs and reallocate your assets to other TPIMs as we determine to be in your best interest. You may be required to enter into a separate advisory agreement

with the TPIM, which will be in addition to, and distinct from, this Agreement. Depending on the TPIM selected, the TPIM may have discretionary authority over the assets allocated for management, and they will be authorized via their advisory agreement to buy, sell, and trade in securities in accordance with your investment objectives and selected investment strategy. We shall provide information and/or documentation to the TPIM relative to your investment objective(s), initially when your Account is opened, and anytime you inform us of any change to your investment objectives. Our fees do not include those fees associated with allocating your assets to designated TPIMs – whose fees you shall be responsible for and will be separate from and in addition to our fees.

- B. **Use of Sub-Advisers.** In our full and absolute discretion, and without any obligation on our part to give prior notice to you, we shall have sole, complete and full power and authority to enter into sub-advisory agreements with one or more sub-advisers designated by us in our discretion (each, a “Sub-Adviser” and each such agreement, a “Sub-Advisory Agreement”) which shall set forth the terms pursuant to which the Sub-Adviser(s) shall manage and invest assets on your behalf. We retain discretionary authority to hire and fire a Sub-Adviser and reallocate your assets where such action is deemed to be in your best interest. In the event a Sub-Adviser shall be appointed in accordance with the terms of this Agreement, we may delegate to such Sub-Adviser such of our rights and privileges hereunder as we shall determine, in our sole discretion. Any fees owed to such Sub-Advisers shall be separate from, and in addition to, the fees described below.

## **2. Fees.**

Our fee for the Wealth Management Services provided under this Agreement will be an Advisory Fee as described on Exhibit A (the “Advisory Fee”). The Advisory Fee will be determined by examining such factors as the aggregate amount of assets to be managed, as well as the complexity of your Wealth Management Services. The Advisory Fee will be prorated, billed quarterly in advance, and paid based upon the market value of the Assets (including cash and cash equivalents) on the last day of the previous billing period (“Billing Period”) as valued by the custodian. No portion of the Advisory Fee will be based on capital gains or appreciation of the Assets. There will be no increase in the Advisory Fee without prior notice. Our fees are negotiable in our sole discretion.

In the event we utilize the services of one or more TPIMs and/or Sub-Advisers to assist in the management of your Assets, the respective TPIM and/or Sub-Adviser fee is separate from, and in addition to, our fees expressed herein.

You authorize us to deduct the Advisory Fee directly from the account(s) where such Assets are held, pursuant to applicable custody rules. We make every attempt to accurately calculate the Advisory Fee and in the event of an error, we will resolve the error. Please be aware that the custodian does not verify the accuracy of the calculation. Therefore, we strongly suggest that you verify our Advisory Fee, and notify us of any potential error.

In addition to the Advisory Fee, unaffiliated third parties may impose certain charges. These charges may include, but are not limited to, custodial fees, brokerage commissions, transaction fees, charges imposed directly by a mutual, index or exchange traded fund, fees imposed by variable annuity providers, certain deferred sales charges, odd-lot differentials, transfer taxes, and wire transfer and electronic fund fees.

## **3. Additions and Withdrawals.**

You may make additions to and withdrawals from your Assets at any time, subject to our right to terminate services regarding Assets. If more than \$100,000 in Assets are deposited after the beginning of a Billing Period, the Advisory Fee will be prorated based on the number of days remaining in the Billing Period using a 90 day quarter calendar. If you withdraw more than \$100,000 in a Billing Period, we will credit our unearned Advisory Fee towards the next Billing Period’s Advisory Fee. All withdrawals are subject to customary securities settlement procedures.

We design our portfolios as long-term investments and Asset withdrawals may impair the achievement of your investment objectives.

## **4. Custodian.**

We will not maintain physical custody of your Assets. Your Assets will be held in the custody of a custodian meeting the requirements of a “qualified custodian” under Rule 206(4)-2 of the Investment Advisers Act of 1940 or applicable state law. You authorize us to give the custodian instructions for the purchase, sale, conversion, redemption, exchange or retention of any security, cash or cash equivalent for Assets held in your Account and will instruct the custodian to provide us with such periodic reports concerning the status of your account(s) as we may reasonably request.

**5. Consent to “Batch Trading.”**

You consent to your Assets being included in “batch” trades. Transactions of your Assets will be effected independently, unless we decide to purchase or sell the same securities for several clients at approximately the same time. We may (but are not obligated to) combine such orders to obtain best execution, negotiate more favorable commission rates, or allocate equitably among our clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among our clients in proportion to the purchase and sale orders placed for each client account on any given day. To the extent that we aggregate client orders for the purchase or sale of securities, including securities in which our Affiliates may invest, we will do so in accordance with applicable rules promulgated under the Investment Advisers Act of 1940 and no-action guidance provided by the staff of the Securities and Exchange Commission.

**6. Proxies.**

We are responsible for (a) directing the manner in which proxies solicited by issuers of securities will be voted and (b) making all elections relating to mergers, acquisitions, tender offers, bankruptcy proceedings and other events pertaining to the securities. We will instruct the custodian to forward copies of all proxies and shareholder communications relating to the Assets to us. A copy of our proxy voting record and policies are available upon written request.

**7. Reports and Statements.**

The broker-dealer or custodian of your Assets will be responsible for sending confirmations of each transaction executed for the Assets and a brokerage statement no less than quarterly to you directly.

**8. Risk Acknowledgement / Advisor Liability.**

We do not guarantee the future performance of your Assets, any specific level of performance, the success of any investment recommendation or strategy or the success of our overall management of the Assets. Our investment recommendations are subject to various market, currency, economic, political and business risks. Investment decisions will not always be profitable.

Except as otherwise provided by law, neither we nor any (a) of our officers, partners or directors (or persons performing similar functions); (b) of our employees and representatives; or (c) persons directly or indirectly controlling us or controlled by us (as defined in the Investment Advisers Act of 1940) (together, our “Affiliates”) will be liable for (a) any loss arising from any investment decision made or other action taken or omitted in good faith by us with the degree of care, skill, prudence, and diligence that a person acting in a fiduciary capacity would use under the circumstances; (b) any loss arising from adhering to your written or oral instructions; or (c) any act or failure to act by the custodian or broker-dealer of your Assets or any third party. Nothing in this Agreement will waive or limit any rights that you may have under federal and state securities laws.

If the Assets we are managing under this Agreement are only a portion of your total assets, we will not be responsible for (a) any of your assets that we are not managing under this Agreement; or (b) diversifying all of your assets.

**9. Indemnification.**

You will defend, indemnify and hold us and our Affiliates harmless from all obligations, costs, fees, losses, liabilities, claims, judgments, actions, damages and expenses, including but not limited to attorneys’ fees, expenses and court costs, paid, suffered, incurred or sustained by us or our Affiliates arising out of or in connection with any misrepresentations or omissions made by you in this Agreement, any inaccuracies in the information that you provide to us, or any instructions that you provide to us in connection with your Assets.

**10. Non-Exclusivity.**

We may render investment advice to others. We and our Affiliates may take the same or similar positions in specific investments for our other clients’ and our own accounts, as we do for you. We have no obligation to purchase or sell, or to recommend for purchase or sale, any security which we or our Affiliates may purchase or sell for our other clients’ and our own accounts.

**11. Authority.**

You represent that you have the full legal power and authority to enter into this Agreement and that the terms of this Agreement do not violate any obligation or duty to which you are subject or bound, whether arising out of contract, operation of law, or otherwise. If you are an entity, this Agreement has been duly authorized by appropriate entity action and when executed and delivered will be valid and binding in accordance with its terms. At our request, you will promptly deliver a corporate resolution or other action authorizing this Agreement.

## 12. Referral Fees.

If you were introduced to us by a solicitor, we may pay that solicitor a referral fee. The referral fee will be paid by us and will not result in any additional charge to you. If you were introduced by an unaffiliated solicitor, you acknowledge receipt of the written Solicitor Disclosure Statement disclosing the terms of the solicitation arrangement between us and the solicitor, including the solicitor's compensation.

## 13. Information and Confidentiality.

You represent that the information you provide to us is a complete and accurate representation of your financial position and investment needs. You will promptly inform us in writing if and when such information becomes incomplete or inaccurate. You will provide us with any other information and documentation that we may request in connection with this Agreement or related to your Investment Needs. We are not required to verify the accuracy of the information.

The information you provide us in connection with this Agreement is confidential. Pursuant to our privacy policy, we will not disclose it, except in limited circumstances. Typically, we only disclose the information as permitted by law, or as needed, to implement your Investment Needs or perform the services contemplated by this Agreement. Please see our Privacy Policy Notice for details regarding how we protect your non-public personal information.

## 14. Joint Client and Sharing Information.

If this Agreement is with more than one client, we will base our services on your joint goals as collectively given to us. We may rely on instructions and information we receive from any of you. We are not accountable for any change in the relationship between you and can continue to act on the instruction of any of you as long as this Agreement remains in effect.

Further, you acknowledge that should we manage an account for both you, as well as your spouse, it is our policy to share all information with both spouses regarding accounts that are we manage, even though some of the accounts may be separate property based on the titling of the account.

## 15. Receipt of Disclosures.

By signing below, you acknowledge receipt of our Privacy Policy Notice, Form CRS, disclosure brochure as set forth on Part 2A of Form ADV, and our brochure supplement(s) as set forth on Part 2B of Form ADV.

Client Initials:        /       .

## 16. Death or Disability.

This Agreement will not terminate in the event of your death, disability, or incapacitation. The following conditions shall apply in such instances:

- A. Termination upon Proper Notice. Following a Significant Life Event, your executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to us, with such termination being effective upon receipt of such notice. You understand that it is your responsibility to provide us with a copy of any new or existing properly executed power of attorney on your behalf during the term of this Agreement. If your Account(s) is a joint account, you agree that any of the account holders individually may grant a power of attorney, but we reserve the right to require all owners to do so.
- B. Disclosure of Client Exploitation. You hereby expressly grant us permission to report to the state securities regulator and/or state adult protective services any incident where we have a reasonable belief that financial exploitation of you has been attempted or has occurred.
- C. Withholding of Distributions upon Reasonable Belief of Client Exploitation. You understand and acknowledge that we may impose an initial delay of disbursements from your Account(s) for up to fifteen (15) business days if we have a reasonable belief that financial exploitation of you has been attempted or has occurred. The delay might be extended for an additional ten (10) business days at the request of either an authorized state securities regulator or state adult protective services.

## 17. Terms of Agreement and Termination.

Unless stated otherwise in this Agreement, we have the right to amend this Agreement at any time by providing you notice of the modification. If you  
*Services and Fees*

do not object to any such amendment within thirty (30) days following delivery of the notice, we will assume your inaction constitutes consent.

This Agreement may be terminated at any time upon receipt of written notice to terminate given by either party to the other. Your notice should include instruction as to whether the Assets should be liquidated or transferred. Termination of this Agreement will not affect (a) the validity of any action previously taken under this Agreement; (b) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (c) your obligation to pay us fees that have already been earned under this Agreement. Upon the termination of this Agreement, we will not have a continuing obligation to take any action.

If you terminate this Agreement, we will promptly repay you any unearned portion of the Advisory Fee, as appropriate.

#### **18. Notices.**

Any notice or other communication given to a party in connection with this Agreement will be in writing and will be deemed effective upon receipt, if delivered to such party at its mailing or email address listed above (or to a substitute address properly given). It is your responsibility to immediately review all communications, including emails, and to advise us of any discrepancies.

#### **19. Electronic Communications.**

Your signature below acknowledges your consent to allowing us to communicate primarily by electronic means, specifically email and internet websites ("Client Portal"). This consent applies to all disclosures, communications and documents relating to those products and services we offer. There will be no additional charges and/or fees for these services. You may obtain paper copies of any of the documents at any time and without charge by contacting us directly. It is your responsibility to provide us with an accurate and complete e-mail address, contact, and other information related to all account(s), and to maintain and update promptly any changes in this information. By agreeing to this consent, you agree to hold us harmless with respect to any disclosure or other information sent to the incorrect e-mail address due to failure to provide us with a current or valid e-mail address. You expressly consent to us delivering all communications to you by e-mail and/or via the Client Portal, and you certify that you possess the means of accepting delivery by e-mail. By sending or receiving sensitive or confidential electronic communications, you accept the risks and possible lack of confidentiality over the Internet. You agree to hold us and our Affiliates, successors and assignees free from any damages related to or arising from the delivery of electronic communications.

#### **20. Arbitration.**

The parties agree that the following steps will be used to settle any controversy or claim, including, but not limited to, errors and/or omissions arising out of or relating to this Agreement or the breach thereof.

- A. Negotiation. The parties agree that they will attempt to resolve any controversy, claim, or dispute ("Dispute") relating to this Agreement by prompt, good faith negotiations. Any Dispute which is not settled by the parties within thirty (30) days after written notice of a Dispute is given by one party to the other shall be referred to arbitration pursuant to the terms below.
- B. Arbitration. Any dispute, claim or controversy, including but not limited to, errors and omissions arising out of, or relating to, this Agreement or any alleged breach, termination, enforcement, interpretation or validity of this Agreement (including the determination of the scope or applicability of this agreement to arbitrate), which is not resolved pursuant to the terms above, shall be settled by arbitration in Oklahoma City, Oklahoma, before a panel consisting of one individual having knowledge of securities and investment matters. Such arbitration will be administered by the American Arbitration Association pursuant to its Commercial Rules. The award of the arbitration panel shall be final and binding, and judgment upon the award granted may be entered in any court of competent jurisdiction. Damages that are inconsistent with any applicable agreement between the parties, that are punitive in nature, or that are not measured by the prevailing party's actual damages, shall be unavailable in arbitration or any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitration panel have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction. The arbitrator will, in the award, allocate all of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party, against the party who did not prevail.

**This agreement to arbitrate does not constitute a waiver of your right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.**

## **20. Assignment.**

Neither party may assign this Agreement without the consent of the other party. Transactions that do not result in a change of actual control or management will not be considered an assignment.

## **21. Retirement Accounts.**

The parties acknowledge that if the client's account is subject to the Employment Retirement Income Security Act of 1974, as amended ("ERISA"), or oversight by the Department of Labor ("DOL"), the following provisions will apply:

1. We acknowledge that we are a "fiduciary," as that term is defined under Section 3(21)(A) under ERISA with respect to ERISA assets and other "Retirement Account" (including solo-participant plans such as IRAs) assets in the Client's Account(s);
2. We adhere to impartial conduct standards whereby (1) we provide investment advice that is in the best interest of client, (2) the compensation we receive is not in excess of reasonable compensation (within the meaning of ERISA and the Internal Revenue Code) and (3) we will not make any materially misleading statements to you regarding our services and recommendations, fees and compensation, material conflicts of interest and any other matters relevant to your investment decisions; and
3. You acknowledge that we have provided to you, and you received, all disclosures required by Section 408(b)(2) and/or IRC 4975, including but not limited to, services to be provided, status of our firm, potential conflicts of interest and the direct and indirect compensation to be paid to us, which generally are contained in this Agreement, Form ADV Part 2A and/or a separate disclosure document.

## **22. Governing Law, Venue, and Jurisdiction.**

Except for the Section entitled Arbitration, which will be governed by the Federal Arbitration Act, to the extent permitted by law, this Agreement and any dispute, disagreement, or issue of construction or interpretation whether relating to its execution, its validity, the obligations provided herein, or performance will be governed by the internal laws of the State of Oklahoma (the "Governing Jurisdiction") without regard to choice of law considerations.

Any action, suit or proceeding arising out of, under or in connection with this Agreement seeking an injunction or not otherwise submitted to arbitration pursuant to this Agreement will be brought and determined in the appropriate federal or state court in the Governing Jurisdiction and in no other forum. The parties hereby irrevocably and unconditionally submit to the personal jurisdiction of such courts and agree to take any and all action necessary to submit to the jurisdiction of such courts in any such suit, action or proceeding arising out of or relating to this Agreement.

## **23. Miscellaneous.**

This Agreement and the Exhibits are the entire agreement between the parties and supersedes all understandings, agreements (oral and written), and representations with respect to the subject matter of this Agreement. This Agreement may only be amended or modified with our written consent. Neither party has made or relied on any representation, inducement or condition not in this Agreement.

No failure by us to exercise any right, power, or privilege will operate as a waiver thereof. No waiver of any breach of this Agreement by you will be deemed to be a waiver of any subsequent breach.

If any provision of this Agreement is deemed to be invalid or unenforceable or is prohibited by the laws of the state or jurisdiction where it is to be performed, this Agreement will be considered divisible as to such provision and such provision will be inoperative in such state or jurisdiction. The remaining provisions of this Agreement will be valid and binding and of full force and effect as though such provision was not included.

Section headings have been inserted for reference only and will not be deemed to limit or otherwise affect, in any manner, or be deemed to interpret in whole or in part any of the terms or provisions of this Agreement.

Any reference to an exhibit in this Agreement will be to the exhibit, as amended and restated from time to time.



This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The execution of this Agreement may be by actual, electronic or facsimile signature.

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By executing this Agreement, each party acknowledges and accepts its respective rights, duties, and responsibilities hereunder. This Agreement will not be binding on us, unless and until signed by us.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

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Client Name

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Date

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Client Name

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Date

Exencial Wealth Advisors

By: \_\_\_\_\_  
John F. Burns, Jr., CEO

\_\_\_\_\_  
Date



## FORM CRS – CLIENT RELATIONSHIP SUMMARY EXENCIAL WEALTH ADVISORS

June 9, 2020

Exencial Wealth Advisors, LLC (“Exencial”, “Firm”, “we”, “our”, or “us”) is an investment advisory firm registered with the Securities and Exchange Commission (“SEC”). Fees for brokerage and investment advisory services differ and it is important for you to understand the difference. Free and Simple Tools are available to research firms and financial professionals at [www.Investor.gov/CRS](http://www.Investor.gov/CRS), which also provides educational materials about broker-dealers, investment advisers, and investing.

### **What investment services and advice can you provide me?**

For retail clients, we provide investment advisory services that include wealth management, financial planning consulting, and executive services. We tailor our wealth management services to your needs and manage your account on a discretionary basis, unless otherwise requested. Discretionary authority allows us to decide the type and amount of securities to be bought or sold for your account and when to invest, without consulting you first. We maintain this discretion until it is revoked (e.g., by termination of our agreement or upon written instruction from you). We also from time to time recommend third-party separate account investment managers (“SAMs”) to manage a portion of your assets. We generally make this recommendation when a SAM offers an investment strategy that is in line with your objectives and risks but is not offered by Exencial. We will recommend a SAM only when we believe it is appropriate and in your best interests. We are granted the authority by you under our agreement to hire and fire SAMs on your behalf. Additionally, certain of our investment strategies are offered through third party wrap programs. For financial planning services, we consult on issues including retirement planning, education funding, tax planning, tax preparation, charitable giving, business succession, risk management, estate planning, and financial aspects of divorce. With our financial planning services, you retain absolute discretion over all implementation decisions and are under no obligation to act upon any of our recommendations; the ultimate decision regarding the purchase or sale of investments lies with you. We offer general consulting services that are provided on a project basis. This can include minimal cash flow planning for certain events such as education expenses or retirement, estate planning analysis, income tax planning analysis and review of your insurance portfolio, as well as other matters specific to you. We also provide Executive Services to corporate executives, which consist of any or all of the following: tax planning and preparation, estate planning, insurance planning, employee benefit analysis, and retirement planning. For these services, we are hired by your company for your benefit. As an Executive Services client, you may wish and are free to hire the Firm to provide additional services but are under no obligation to do so.

#### **Ask one of our financial professionals the following questions:**

*Given my financial situation, should I choose an investment advisory service? Why or why not?*

*How will you choose investments to recommend to me?*

*What is your relevant experience, including your licenses, education, and other qualifications? What do these qualifications mean?*

For our wealth management services, we determine what we believe is the optimal asset allocation mix based on your investment strategy. We primarily utilize asset classes including individual equities, fixed income securities, mutual funds (including exchange-traded funds and exchange-traded notes), private investments, and cash or cash equivalents. We monitor wealth management accounts on an ongoing basis, with each account reviewed at least annually. We also perform a review when there is a change to your financial position or investment objectives, or in case of unusual market or economic circumstances or other unforeseen events. We do not impose a strict asset minimum to open an account with us; however, it may be impractical for clients with less than \$250,000 under management to maintain an account at us since we charge a

minimum fee. For further information about our services and advice please read Items 4, 7, and 8 of our Form ADV Part 2A disclosure brochure. Click [here](#) for a copy or call us at (888) 478-1971.

### **What fees will I pay?**

We usually charge an annual fee of 1% of your assets under management for wealth management clients, which is charged quarterly in advance. The minimum annual fee we charge is generally \$2,500. The fee is adjusted on a pro-rata basis for deposits or withdrawals of \$100,000 or more. When calculating our fee, the total account value includes cash/equivalents and any margin balance. The latter creates a conflict of interest since this can result in our fee being higher, giving us an incentive to use margins. We receive advisory fees from the sponsors of the wrap programs based on the amount of assets invested in our strategies. Our fee for financial planning consultation is based upon an estimate of the complexity and time

anticipated to perform the services. We charge an hourly rate of \$250 or a fixed fee, as agreed upon in advance. Fixed fees typically range from \$2,500- \$15,000. All of our fees are negotiable. Executive Service fees are paid by your company and agreed upon in advance. Additional services beyond the scope of the Executive Service are subject to the fees mentioned above. Also, you will pay additional fees to third parties in connection with your managed account. These can include (as applicable), custodian fees, transaction charges, mutual fund 12b-1 fees, distribution fees, deferred sales charges, IRA fees, margin interest, wire transfer and electronic fund fees, and other account administrative fees. You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying.

*More detailed information about our fees and other costs associated with investing, along with applicable conflicts can be found in Items 5, 10, and 14 of our Form ADV Part 2A disclosure brochure. Click [here](#) for a copy or call us at (888) 478-1971.*

**Ask one of our financial professionals the following questions:**

*Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?*

**What are your legal obligations to me when acting as my investment adviser? How else does your firm make money and what conflicts of interest do you have?**

**Ask one of our financial professionals the following questions:**

*How might your conflicts of interest affect me, and how will you address them?*

*When we act as your investment adviser, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the investment advice we provide you. Here is an example to help you understand what this means. Exencial generally recommends either Schwab Advisor*

*Services, Fidelity Institutional Wealth Services, or TD Ameritrade Institutional to serve as custodian to our clients. These custodians provide us with certain products and services at no cost that benefit us but do not benefit our clients. Certain of these products and services assist us in managing and administering our clients' accounts and others help us develop our business. The receipt of such creates a conflict of interest as it gives us an incentive to have clients custody their assets with one of these custodians. More detailed information about our conflicts of interest can be found in Items 4, 10, 11, 12, and 14 of our Form ADV Part 2A disclosure brochure. Click [here](#) for a copy or call us at (888) 478-1971.*

**How do your financial professionals make money?**

Each of our financial professionals is paid a salary and a discretionary bonus. Neither the salary nor bonus is based on or tied to the number of clients that have been referred to Exencial or the types of investment products we recommend to clients. Certain financial professionals are licensed insurance agents appointed with various insurance agencies. These professionals receive commissions when ARS clients implement recommendations to purchase insurance products. This creates a conflict of interest. Additional information about the compensation received by Exencial professionals and any related conflicts of interest are outlined in each professional's Form ADV Part 2B, which can be obtained by calling us at (888) 478-1971.

**Do you or your financial professionals have legal or disciplinary history?**

No. Please go to [www.Investor.gov/CRS](http://www.Investor.gov/CRS) for a free and simple search tool to research us and our financial professionals.

**Ask one of our financial professionals the following questions:**

*As a financial professional, do you have any disciplinary history? For what type of conduct?*

**Additional Information**

**Ask one of our financial professionals the following questions:**

*Who is my primary contact person? Is he or she a representative of an investment adviser or broker-dealer?*

*Who can I talk to if I have concerns about how the person is treating me?*

**You can obtain additional information and/or request a copy of this Form CRS by going to [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) or by calling us at (888) 478-1971.**

**EXHIBIT A – MARKED CHANGES**  
**FORM CRS – CLIENT RELATIONSHIP SUMMARY**  
**EXENCIAL WEALTH ADVISORS**  
**June 9April 29, 2020**

Exencial Wealth Advisors, LLC (“Exencial”, “Firm”, “we”, “our”, or “us”) is an investment advisory firm registered with the Securities and Exchange Commission (“SEC”). Fees for brokerage and investment advisory services differ and it is important for you to understand the difference. Free and Simple Tools are available to research firms and financial professionals at [www.Investor.gov/CRS](http://www.Investor.gov/CRS), which also provides educational materials about broker-dealers, investment advisers, and investing.

**What investment services and advice can you provide me?**

For retail clients, we provide investment advisory services that include wealth management, financial planning consulting, and executive services. We tailor our wealth management services to your needs and manage your account on a discretionary basis, unless otherwise requested. Discretionary authority allows us to decide the type and amount of securities to be bought or sold for your account and when to invest, without consulting you first. We maintain this discretion until it is revoked (e.g., by termination of our agreement or upon written instruction from you). We also from time to time recommend third-party separate account investment managers (“SAMs”) to manage a portion of your assets. We generally make this recommendation when a SAM offers an investment strategy that is in line with your objectives and risks but is not offered by Exencial. We will recommend a SAM only when we believe it is appropriate and in your best interests. We are granted the authority by you under our agreement to hire and fire SAMs on your behalf. Additionally, certain of our investment strategies are offered through third party wrap programs. For financial planning services, we consult on issues including retirement planning, education funding, tax planning, tax preparation, charitable giving, business succession, risk management, estate planning, and financial aspects of divorce. With our financial planning services, you retain absolute discretion over all implementation decisions and are under no obligation to act upon any of our recommendations; the ultimate decision regarding the purchase or sale of investments lies with you. We offer general consulting services that are provided on a project basis. This can include minimal cash flow planning for certain events such as education expenses or retirement, estate planning analysis, income tax planning analysis and review of your insurance portfolio, as well as other matters specific to you. We also provide Executive Services to corporate executives, which consist of any or all of the following: tax planning and preparation, estate planning, insurance planning, employee benefit analysis, and retirement planning. For these services, we are hired by your company for your benefit. As an Executive Services client, you may wish and are free to hire the Firm to provide additional services but are under no obligation to do so.

**Ask one of our financial professionals the following questions:**

*Given my financial situation, should I choose an investment advisory service? Why or why not?*

*How will you choose investments to recommend to me?*

*What is your relevant experience, including your licenses, education, and other qualifications? What do these qualifications mean?*

For our wealth management services, we determine what we believe is the optimal asset allocation mix based on your investment strategy. We primarily utilize asset classes including individual equities, fixed income securities, mutual funds (including exchange-traded funds and exchange-traded notes), private investments, and cash or cash equivalents. We monitor wealth management accounts on an ongoing basis, with each account reviewed at least annually. We also perform a review when there is a change to your financial position or investment objectives, or in case of unusual market or economic circumstances or other unforeseen events. We do not impose a strict asset minimum to open an account with us; however, it may be impractical for clients with less than \$250,000 under management to maintain an account at us since we charge a

minimum fee. For further information about our services and advice please read Items 4, 7, and 8 of our Form ADV Part 2A disclosure brochure. Click [here](#) for a copy or call us at (888) 478-1971.

**What fees will I pay?**

We usually charge an annual fee of 1% of your assets under management for wealth management clients, which is charged quarterly in advance. The minimum annual fee we charge is generally \$2,500. The fee is adjusted on a pro-rata basis for deposits or withdrawals of \$100,000 or more. When calculating our fee, the total account value includes cash/equivalents and any margin balance. The latter creates a conflict of interest since this can result in our fee being higher, giving us an incentive to use margins. We receive advisory fees from the sponsors of the wrap programs based on the amount of assets

invested in our strategies. Our fee for financial planning consultation is based upon an estimate of the complexity and time anticipated to perform the services. We charge an hourly rate of \$250 or a fixed fee, as agreed upon in advance. Fixed fees typically range from \$2,500- \$15,000. All of our fees are negotiable. Executive Service fees are paid by your company and agreed upon in advance. Additional services beyond the scope of the Executive Service are subject to the fees mentioned above. Also, you will pay additional fees to third parties in connection with your managed account. These can include (as applicable), custodian fees, transaction charges, mutual fund 12b-1 fees, distribution fees, deferred sales charges, IRA fees, margin interest, wire transfer and electronic fund fees, and other account administrative fees. You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying. *More detailed information about our fees and other costs associated with investing, along with applicable conflicts can be found in Items 5, 10, and 14 of our Form ADV Part 2A disclosure brochure. Click [here](#) for a copy or call us at (888) 478-1971.*

**Ask one of our financial professionals the following questions:**

*Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?*

**What are your legal obligations to me when acting as my investment adviser? How else does your firm make money and what conflicts of interest do you have?**

**Ask one of our financial professionals the following questions:**

*How might your conflicts of interest affect me, and how will you address them?*

*When we act as your investment adviser, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the investment advice we provide you. Here is an example to help you understand what this means. Exencial generally recommends either Schwab Advisor*

*Services, Fidelity Institutional Wealth Services, or TD Ameritrade Institutional to serve as custodian to our clients. These custodians provide us with certain products and services at no cost that benefit us but do not benefit our clients. Certain of these products and services assist us in managing and administering our clients' accounts and others help us develop our business. The receipt of such creates a conflict of interest as it gives us an incentive to have clients custody their assets with one of these custodians. More detailed information about our conflicts of interest can be found in Items 4, 10, 11, 12, and 14 of our Form ADV Part 2A disclosure brochure. Click [here](#) for a copy or call us at (888) 478-1971.*

**How do your financial professionals make money?**

Each of our financial professionals is paid a salary and a discretionary bonus. Neither the salary nor bonus is based on or tied to the number of clients that have been referred to Exencial or the types of investment products we recommend to clients. Certain financial professionals are licensed insurance agents appointed with various insurance agencies. These professionals receive commissions when ARS clients implement recommendations to purchase insurance products. This creates a conflict of interest. Additional information about the compensation received by Exencial professionals and any related conflicts of interest are outlined in each professional's Form ADV Part 2B, which can be obtained by calling us at (888) 478-1971.

**Do you or your financial professionals have legal or disciplinary history?**

No. Please go to [www.Investor.gov/CRS](http://www.Investor.gov/CRS) for a free and simple search tool to research us and our financial professionals.

**Ask one of our financial professionals the following questions:**

*As a financial professional, do you have any disciplinary history? For what type of conduct?*

**Ask one of our financial professionals the following questions:**

*Who is my primary contact person? Is he or she a representative of an investment adviser or broker-dealer?*

*Who can I talk to if I have concerns about how the person is treating me?*

**Additional Information**

**You can obtain additional information and/or request a copy of this Form CRS by going to [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) or by calling us at (888) 478-1971.**