

FINANCIAL PLANNING AGREEMENT

This AGREEMENT is entered into between Presper Financial Architects, LLC ("Advisor" or "we" or "us") and _____ ("Client" or "you"). This Agreement is intended to outline the responsibilities of the parties with regard to the financial planning services to be provided by Advisor.

1) Services. Advisor will provide financial planning services to Client, as more specifically outlined in Schedule A hereto, which is made a part hereof. The financial plan created by Advisor is based on Advisor's judgment and experience in evaluating the information provided to Advisor by the Client. Client will retain the responsibility to arrange for implementation of the financial plan if Client desires. The services covered in this Agreement do not include investment implementation, investment management, or monitoring of Client accounts. If Client wishes Advisor to implement the financial plan, Client will be required to execute a separate agreement, which will require an additional fee. If the Services include estate planning advice, such advice does not include implementation of the estate plan. Implementation involves drafting of legal documents, which requires the services of an attorney, and possibly a Certified Public Accountant (CPA), the cost of which is in addition to the cost of the services described herein. Advisor may recommend an attorney or CPA upon request by Client, but Client is under no obligation to utilize the services of the recommended, or any attorney or CPA.

2) Client Responsibilities. Client is responsible for disclosing all relevant facts and information reasonably necessary for Advisor to perform its obligations under this Agreement. Clients should keep Advisor informed of all changes in circumstances, as they may affect investment objectives or implementation.

3) Fees. You shall pay Advisor a fixed fee of _____ for the services described above. In the event you terminate this Agreement, any unearned fees will be returned to you on a pro rata basis.

OR

Advisor will bill you at the hourly rate of \$ _____. The estimated number of hours to complete the plan is _____ hours, but the actual number of hours expended may be more or less, and Client will be responsible for paying for the actual number of hours expended.

4) Confidentiality. Advisor will maintain the strictest confidence with regard to Client's personal and financial affairs, and the Client will treat all information received from Advisor as confidential and for the exclusive use and benefit of the Client. Client may authorize other professionals (attorney, accountant, etc.) to communicate directly with Advisor, and if so, Advisor is entitled to rely on any information received by these other professionals as well as any information received from Client.

5) Risk. You understand that the past performance of investment recommendations made by Advisor to you or anyone else should not be construed as an indication of future results, which may prove to be better or worse than the past. We make no promises, representations, or warranties that any of our services will result in a profit to you. Investment decisions are subject to a series of unknowable risks, which may include currency, global political, macro-economic, or other business risks, and therefore even the most judicious use of investment advice may result in a loss in your account. The plan we provide for you cannot be expected to accurately predict any risks or future circumstances.



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Phone: 330.253.6000
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6) Dispute Resolution. Any controversy arising out of the execution of this Agreement or breach thereof shall be settled by arbitration in accordance with the rules then in effect by the American Arbitration Association or any other such arbitration proceeding agreed upon by Advisor and Client. The award of the arbitrators shall be final, and judgment of the award rendered may be entered in any court, federal or state, having competent jurisdiction. Clients should also be aware that federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith and therefore, nothing contained in this agreement shall constitute a waiver of any rights that a client may have under federal and state securities laws to pursue a remedy by other means.

7) Term and Termination. This agreement shall continue until canceled by either party for a period not to exceed 12 months. This agreement may be modified upon such terms as may be mutually agreed upon in writing. This agreement will not be assigned by either party without the written consent of the other party. Notwithstanding the foregoing, any change in ownership or control of the Advisor not deemed to be an "assignment" under the Investment Advisers Act of 1940 shall be permitted without Client consent.

8) Authority. If this Agreement is established by the undersigned in a fiduciary capacity, you hereby certify that (i) all beneficial interests in the estate, trust or other account for which you are acting as such fiduciary are owned by the individuals or by non-profit organizations, and (ii) the undersigned is legally empowered to enter into or perform this Agreement in such 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 attached to this Agreement is a validly certified copy of a resolution of the Board of Directors of the corporation to act on its behalf in connection with this Agreement. The undersigned acknowledges and agrees to provide whatever documentation Advisor or Custodian requires to confirm undersigned's authority over the assets to be managed by Advisor.

9) Choice of Law. This Agreement shall be governed by the laws of the state in which the Client resides. This Agreement contains all the understanding of the parties as to this engagement.

10) Tax Matters. You certify that the Social Security Number (Tax Identification Number) set forth below is correct and that you are not subject to "backup withholding" under sections 340(a)(1)(C) of the Internal Revenue Code or any successor provision.

11) Death, Disability, or Divorce. If Client is an individual, the death, disability, or incompetency of Client will not change the terms of this Agreement. However, the Client's executor or guardian may terminate the Agreement. In the event that Client is a joint account, both account holders agree that if the account ever becomes the subject of a dispute between the account holders, and Advisor becomes aware of the dispute, Advisor may refuse to disburse or allow for the termination of this Agreement without the written permission of both parties. Further, both account holders agree that in the event that one account holder provides instructions to Advisor, even if the instructions are to terminate the Agreement and disburse all funds from the account to one of the account holders, Advisor may do so without the permission of the other account holder and will have no liability to either account holder.

12) Fiduciary Status. When advising Client with regard to the employer sponsored plan, Advisor is acting as an ERISA fiduciary. As an ERISA fiduciary, Advisor agrees to follow Impartial Conduct Standards, which include: (a) acting in Client's best interests; (b) prohibiting incentive programs for employees or affiliates



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that would give such persons incentive not to act in Client's best interests; (c) charging reasonable fees; (d) having a reasonable basis for believing each investment recommendation is in Client's best interests; and (e) establishing procedures to ensure the other aspects of the Impartial Conduct Standards are met.

It may, at some point in Client's relationship with Advisor, be appropriate for Advisor to recommend that Client transition assets in an employer-sponsored retirement plan to another account option, such as an individual retirement account ("IRA") that may be managed by Advisor. Prior to making such a recommendation, Advisor will explain all available options, which include remaining in the employer-sponsored plan (if this is possible under the then-existing circumstances), or switching to another vendor as well as working with Advisor. Client is free to accept or reject this recommendation.

13) Receipt of Form ADV Part 2, Form CRS, and Privacy Notice. Client confirms receipt of Advisor's Form ADV Parts 2A and a Part 2B for each investment professional working on Client's account. Client also confirms receipt of Advisor's Form CRS (Relationship Summary) and Privacy Notice. If Client did not receive the Form ADV at least 48 hours prior to the execution of this Agreement, Client may terminate this Agreement any time within the next five (5) business days without penalty. Client also confirms receipt of Advisor's Privacy Notice.

14) Electronic Delivery. Client will accept electronic delivery of any correspondence from Advisor delivered to the last known e-mail address Advisor has on file for Client. Client agrees to update any changes in e-mail address. Client's confirmations and other correspondence from the custodian may be sent in hard copy or electronically. Client's email address is _____.
Client agrees to accept as delivered any document or communication posted to Client's secure web portal on Advisor's website. In the event Client does not have regular access to such portal, or would prefer to receive communications directly, Client may request direct delivery.

Signature _____

Social Security Number: _____

Name: _____

Date: _____

Signature _____

Social Security Number: _____

Name: _____

Date: _____

PRESPER FINANCIAL ARCHITECTS

PFA _____

Name: _____

Date: _____

PFA _____

Name: _____

Date: _____



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Schedule A

Services to be performed by the Advisor for the Client are as follows:

Include

Financial / Retirement Planning

- Financial/Retirement Planning Package (3-4 meetings) _____
- Annual Financial Planning Review _____
- Re-projection of Financial Plan _____
- Social Security Optimization Report _____
- Pension Option Selection _____
- Required Minimum Distribution Projection _____
- Roth IRA Conversion Analysis _____
- Tax Planning Estimates _____

Investment Strategies

- Employer Plan Reallocation Advice _____
- (401(k)/403B/457/ESOP/Deferred Comp)
- Outside Investment Account Reallocation advice _____
- 529 Plan Analysis/Reallocation Advice _____
- Buckets of Money _____
- (Where and how much should you be saving)

Insurance Services

- Life/Disability/Long-Term Care Insurance Policy Review _____
- Review of Current/Proposed Annuities _____

Add On Services

- Death Claim Processing /Beneficiary Assistance _____
- Second Opinion Service _____
- 10 Steps to Financial Freedom Consultation _____
- (typically for young adults)
- Other _____

Fixed Fee: \$ _____ *

Hourly Fee: \$ _____ *

Estimated Fee: \$ _____ *

Additional Terms/Conditions:

I, the undersigned Client, hereby acknowledge that Advisor shall provide only the services indicated above and that the fees associated with such services are due and payable as follows:

*Payable: \$ _____ upon engagement
 \$ _____ upon completion

Client: _____ Signature: _____ Date: _____

Client: _____ Signature: _____ Date: _____

