

Financial Planning Agreement

Client Name:

Client Name:

THIS AGREEMENT between Fiduciary Financial Planning Group LLC d/b/a Real Estate Wealth Planning ("Planner") and the Client, is in effect from the time Planner receives and accepts a copy of this Agreement executed by the Client. By signing this Agreement, the Client acknowledges engaging the Planner to provide financial planning services to the client.

1. **Appointment as Financial Planner:** The Client hereby retains the Planner and the Planner hereby agrees to provide financial planning services to the client in accordance with the terms and conditions set forth below.

Ongoing Comprehensive Financial Planning

This service involves working one-on-one with a planner over an extended period of time. By paying a fixed monthly fee, Clients get to work with a planner who will work with them to develop and implement their plan. The planner will monitor the plan, recommend any changes and ensure the plan is up to date.

Upon desiring a comprehensive plan, a Client will be taken through establishing their goals and values around money. They will be required to provide information to help complete the following areas of analysis: net worth, cash flow, insurance, credit scores/reports, employee benefit, retirement planning, insurance, investments, college planning, and estate planning. Once the Client's information is reviewed, their plan will be built and analyzed, and then the findings, analysis and potential changes to their current situation will be reviewed with the Client. Clients subscribing to this service will receive a written or an electronic report, providing the Client with a detailed financial plan designed to achieve his or her stated financial goals and objectives. If a follow-up meeting is required, we will meet at the Client's convenience. The plan and the Client's financial situation and goals will be monitored throughout the year and follow-up phone calls and emails will be made to the Client to confirm that any agreed upon action steps have been carried out. On an annual basis, there will be a full review of this plan to ensure its accuracy and ongoing appropriateness. Any needed updates will be implemented at that time.

Project-Based Financial Planning

We provide project-based financial planning services on topics such as retirement planning, risk management, college savings, cash flow, debt management, work benefits, and estate and incapacity planning.

Financial planning involves an evaluation of a Client's current and future financial state by using currently known variables to predict future cash flows, asset values, and withdrawal plans. The key defining aspect of financial planning is that through the financial planning process, all questions, information, and analysis will be considered as they affect and are affected by the entire financial and life situation of the Client. Clients purchasing this service will receive a written or an electronic report, providing the Client with a detailed financial plan designed to achieve his or her stated financial goals and objectives.

In general, the financial plan will address various areas of concern. The Client and advisor will work together to select specific areas to cover.

One-Time Projects

DIY Financial Planning: This financial plan is completed within 90 days of contract date unless otherwise mutually agreed upon in writing. After the completion of the plan, the client will implement on their own unless they decide to retain REWP for a subscription. In such cases, the One time fees will be credited against the annual fees, effective as of the original contract date.

Quickstart: This service allows Clients to discuss 1-3 financial planning topics of their choice with an experienced Planner. The fixed fee for REWP's Quick Consult service is \$750. This service includes 30 minutes of prep by the Planner, 90 minutes of live conversation between the client and the Planner, and one week of email follow-up.

Investment Analysis: A thorough review of all investable assets and investment education.

Retirement Strategy Review: A thorough review of current retirement savings, potential changes, and future trajectory; includes recommendations for investments within employee-sponsored plans.

Employee Benefits Optimization: A review of all fringe benefits available to household and discuss optimal changes.

Windfall/Inheritance Review: REWP will review the inheritance or windfall and make personalized investment or spending recommendations.

Education Savings Strategy: REWP will perform a review of education savings and investment options; includes opening 529 (or other) accounts.

Debt/Cash Flow Review: REWP will review budget, credit/loans, and cash flow recommendations for changes. If needed, we will also recommend changes to account types/structures.

Mortgage Purchase/Refinance Review: An analysis of your current mortgage(s) or potential real estate transactions to determine if a purchase, sale, or refinance is appropriate.

Insurance Review: A thorough review of life, property, and disability policies. REWP does not sell insurance products. REWP will refer to external providers when necessary. We will also review the options that external providers propose for purchase.

Estate Planning Strategy: A review of the status of the estate plan to prepare for work with an attorney.

Real Estate Analysis: Per individual residential property (single family, duplex, triplex, or quadplex). Client will provide all raw financial data including income and expenses, and financing documents.

2. **Educational Seminars and Speaking Engagements:** We may provide seminars on an “as announced” basis for groups seeking general advice on investments and other areas of personal finance. The content of these seminars will vary depending upon the needs of the attendees. These seminars are purely educational in nature and do not involve the sale of any investment products. Information presented will not be based on any individual’s person’s need, nor does REWP provide individualized investment advice to attendees during these seminars.
3. **Fiduciary Statement:** In order to protect the interests of the plan participants and beneficiaries, IRA owners, and plan fiduciaries, Fiduciary Financial Planning Group LLC d/b/a Real Estate Wealth Planning acknowledges fiduciary status for itself and its Advisors. Fiduciary Financial Planning Group LLC d/b/a Real Estate Wealth Planning and its Advisors adhere to basic standards of impartial conduct. In particular, under this standards-based approach, Fiduciary Financial Planning Group LLC d/b/a Real Estate Wealth Planning and its advisors give prudent advice that is in the customer’s best interest, avoid misleading statements, and receive no more than reasonable compensation.
4. **Confidential Relationship:** Information received by Planner from Client will be kept confidential by Planner in a manner consistent with applicable law and with the Planner’s Privacy Policy, which Client acknowledges receiving, and will be sent to Client annually, as required by law. All information or advice furnished by Planner to Client shall be treated as confidential and not be disclosed by Client except as required by law.
5. **Code of Ethics** Client acknowledges that Planner has made Client aware that Planner has a Code of Ethics, which is described on Planner’s Form ADV, Part 2, and which will be provided to Client upon request.
6. **Fees:** The fees shall be calculated and paid in accordance with the rate and payment terms and conditions set forth in the attached fee schedule. (Schedule A).
7. **Electronic Communications Acceptable:** The Client *consents to electronic delivery of required disclosure documents* and other communications by the Planner. Such consent will remain effective unless revoked by the Client. The Planner may transmit information by email in text, PDF, Microsoft Word, or other formats that can be readily viewed, printed, and saved. The Client has provided the Planner with one or more valid email addresses that the Planner may use to communicate with the Client. The Client may revoke its consent to receive communications electronically at any time by notifying the Planner.

I (We) consent to electronic delivery of required disclosure documents.

Initial(s)_____

Email Address

Initial(s)_____

8. **Receipt of Form ADV Part 2:** Client acknowledges receipt of Part 2 of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Part 2A Appendix 1 of Form ADV, if the client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment adviser, then the client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance,

any other provisions of this contract notwithstanding. The Client shall be provided with an updated Form ADV, Part 2 on an annual basis and the Part 2B when material changes occur. Planner's Form ADV, Part 2A, is also currently available on <http://www.Advisorinfo.sec.gov/>.

I (We) confirm receipt of Form ADV, Part 2A.

Initial(s) _____ Date Received _____

Initial(s) _____ Date Received _____

9. **Limited Liability:** The Planner, its officers, directors, employees, and agents shall not be responsible for any loss, claim, cost or liability incurred by reason of any independent act or omission by any broker, dealer, custodian or other third parties. However, the Planner may be responsible for any act or failure to act by a third party, if it was pursuant to the Planner's instructions to the third party or involved a violation of applicable laws or breach of fiduciary duty. This provision only applies to independent acts by the third party.
10. **Non-waiver of Rights by Client:** Federal and state securities laws impose certain obligations on persons acting in good faith, and as such, nothing in this Agreement shall result in any waiver of any or all of the rights which the Client shall otherwise enjoy under the federal and state securities laws.
11. **Termination/Assignment:** Neither party may assign this agreement without the prior written consent of the other party. This agreement shall be in effect until either party gives written notice to the other party of its intention to terminate the agreement. This agreement may be terminated, without penalty, according to the termination provisions listed with each service provided below in (Schedule A).
12. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas except to the extent that the federal securities laws shall otherwise be controlling.
13. **Venue:** In the event that any dispute shall arise by and between the parties, it is hereby agreed that any litigation, cause, suit, arbitration, mediation or any other proceeding shall take place in either Texas, or another location reasonably accessible to the client.
14. **Client Conflicts:** If this Agreement is with more than one client, our Services shall be based upon the joint goals as communicated to us by the Clients, collectively. We shall be permitted to rely upon instructions and/or information we receive from either party, unless and until such reliance is revoked in writing to us. We shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between Clients.
15. **Miscellaneous:** All paragraph headings in this Agreement are for convenience of reference only, do not form part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement. If any provision herein is or should become inconsistent with any present or future law, rule or regulation of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, such provision shall be deemed to be rescinded or modified in accordance with any such law, rule or regulation. In all other respects, this Agreement shall continue and remain in full force and effect. No term or provision of this Agreement may be waived or modified unless in writing and signed by the party against whom such waiver or modification is sought to be enforced. This Agreement contains the entire understanding between Client and Planner concerning the subject matter of this Agreement. To the extent that this Agreement is inconsistent with any other agreement governing the Client's Account, the provisions of this Agreement shall govern. Client agrees that this Agreement shall be binding upon Client's

heirs, executors, administrators, and personal representatives. All notifications required to be sent shall be sent: if to Planner, to the Planner's address contained in this Agreement or such other address as may later be designated; if to Client, to Client's address as provided to Planner at the time this Agreement is entered into, or such other address as may later be designated.

16. **Effective Date:** This Agreement will be effective upon execution by both the Planner and the Client.

Schedule A – Fee Schedule

Ongoing Comprehensive Financial Planning

Ongoing financial planning clients are offered Investment Management services as part of the comprehensive financial planning fee. In addition to the comprehensive financial planning fee, Clients that choose to use the Betterment platform will pay an additional 15 basis points to Betterment for the balance of the accounts held at Betterment.

Fees for Ongoing Financial Planning consist of an upfront charge of \$3,000 (can be waived at firm's discretion) and an ongoing fee that is paid quarterly, in arrears, at a rate determined by the following schedule:

Net Worth	Annual Advisory Fee
\$0 - \$500,000	\$6,000
\$500,001 - \$1,000,000	\$7,500
\$1,000,001 - \$1,500,000	\$10,000
\$1,500,001 - \$2,000,000	\$12,000
\$2,000,001 +	0.60% x Net Worth

Net Worth is calculated as follows: Assets - Liabilities = Net Worth. Net worth is defined as the sum of the following assets: Cash & Cash Equivalents, all investment accounts, cash surrender value of life insurance/annuities, raw land and direct rental properties, less associated liabilities such as mortgages and revolving credit card balances. For purposes of determining a client's Net Worth, REWP includes the client's main residence and any debts associated with the main residence. Privately-held investments (i.e. businesses, real estate, etc.) are included if the client seeks advice that takes those assets into consideration. REWP will rely on its Clients' estimates of the value of their private assets. Net Worth values are reassessed at least annually on each client's contract anniversary date. Should the fee change as a result of the reassessment, a new advisory contract will be executed. Ongoing Comprehensive Financial Planning Fees do not include tax preparation and filing fees. If REWP contracts a third party licensed tax preparer for the Client, those fees will be provided and agreed to in advance of the tax preparation engagement.

The minimum annual fee is \$6,000. The fee may be negotiable in certain cases. Fees for this service may be directly debited from investment accounts or paid by electronic funds transfer or check. This service may be terminated with 30 days' notice. Since fees are paid in arrears, no refund will be needed upon termination of the account. For fees paid by electronic funds transfer, debit card or credit card, we use an independent 3rd party payment processor in which the client can securely input their banking information and pay their fee. We do not have access to the client's banking information at any time. The client will be provided with their own secure portal in order to make payments.

The upfront portion of the fee is for Client onboarding, data gathering, and setting the basis for the financial plan. This work will commence immediately after the fee is paid, and will be completed within the first 90 days of the date the fee is paid. Therefore, the upfront portion of the fee will not be paid more than 6 months in advance.

Project-Based Financial Planning Fixed Fee

Project-Based Financial Planning is offered on a fixed fee basis. The fixed fee will be agreed upon before the start of any work. The fixed fee can range between \$350 and \$10,000, depending on complexity and the needs of the client. The fee is negotiable. If a fixed fee program is chosen, half of the fee is due at the beginning of the process and the remainder is due at completion of work, however, REWP will not bill an amount above \$500.00 more than 6 months in advance. Fees for this service may be paid by electronic funds transfer or check. In the event of early termination any prepaid but unearned

fees will be refunded to the Client and any completed deliverables of the project will be provided to the Client and no further fees will be charged.

Fees paid during the 12 months prior to commencement of an annual subscription will be credited toward the first year's annual subscription fees.

One-Time Project Fees

DIY Financial Planning: \$5,000 for individuals or \$7,500 for couples (includes up to 1 rental property; additional properties billed at \$350 each)

Quickstart: \$750

Investment Analysis: \$1,400

Retirement Strategy Review: \$1,400

Employee Benefits Optimization: \$1,050

Windfall/Inheritance Review: \$1,050

Education Savings Strategy: \$700 (includes up to 2 children; additional children billed at \$350 each.)

Debt/Cash Flow Review: \$700

Mortgage Purchase/Refinance Review: \$700 (up to 2 properties; additional properties billed at \$350 each)

Insurance Review: \$700

Estate Planning Strategy: \$350

Real Estate Analysis: \$350 (per property)

Financial Planning Hourly Fee

Hourly Financial Planning engagements are offered at an hourly rate of \$350 per hour. The fee may be negotiable in certain cases and is due at the completion of the engagement. In the event of early termination by the Client, any fees for the hours already worked will be due. Fees for this service may be paid by electronic funds transfer or check. Fees paid during the 12 months prior to commencement of an annual subscription will be credited toward the first year's annual subscription fees.

Educational Seminars

Seminars are offered to organizations and the public on a variety of financial topics. Fees range from free to \$25,000 per seminar or free to \$1,000 per participant. Half of the fees are due prior to the engagement, and the other half is to be paid the day of, no later than the conclusion of the Seminar. The fee range is based on the content, amount of research conducted, the number of hours of preparation needed, and the number of attendees. In the event of inclement weather or flight cancellation, the Speaker shall make all reasonable attempts to make alternative travel arrangements to arrive in time for the presentation. If travel proves impossible, or the event is otherwise canceled, the Speaker's fee is waived, but the Client will still be responsible for reimbursement of any non-refundable travel expenses already incurred.

In the event that the Client decides to cancel or change the date of the event for any reason besides weather or similar unforeseen causes, the Client will still be responsible for reimbursement of any non-refundable travel expenses already incurred, and will provide payment for 50% of the Speaker's fee if the cancellation occurs

within 30 days of the event. In the event that the Speaker must cancel due to health or similar unforeseen circumstances, the Speaker will make all attempts to find a reasonable alternative engagement date and will absorb any incremental additional costs for obtaining alternative travel arrangements. If an alternative date cannot be obtained, the Client will not be responsible for any travel costs already incurred by the Speaker or any portion of the Speaker's fee.

Speaking Engagements

Sarah Ponder is a public speaker. Generally, fees for her speaking engagements range from free to \$25,000 plus travel expenses, depending on sponsor, date, location, and program requested. For all speeches, 50% of the balance is due before the event and the remaining balance due at the conclusion of the event. Half of the fees are due prior to the engagement, and the other half is to be paid the day of, no later than the conclusion of the Seminar. The fee range is based on the content, amount of research conducted, the number of hours of preparation needed, and the number of attendees. The content is based on topics that are currently relevant in the financial planning environment.

In the event of inclement weather or flight cancellation, the Speaker shall make all reasonable attempts to make alternative travel arrangements to arrive in time for the presentation. If travel proves impossible, or the event is otherwise canceled, the Speaker's fee is waived, but the Client will still be responsible for reimbursement of any non-refundable travel expenses already incurred. In the event that the Client decides to cancel or change the date of the event for any reason besides weather or similar unforeseen causes, the Client will still be responsible for reimbursement of any non-refundable travel expenses already incurred, and will provide payment for 50% of the Speaker's fee if the cancellation occurs within 30 days of the event. In the event that the Speaker must cancel due to health or similar unforeseen circumstances, the Speaker will make all attempts to find a reasonable alternative engagement date and will absorb any incremental additional costs for obtaining alternative travel arrangements. If an alternative date cannot be obtained, the Client will not be responsible for any travel costs already incurred by the Speaker or any portion of the Speaker's fee.

Educational Seminars and Speaking Engagements may be provided pro-bono at REWP's discretion.

The following describes the final fee arrangement agreed to by both parties:

Select One:

- Ongoing Comprehensive Financial Planning - \$ _____ upfront and \$ _____ per Quarter.**
- Financial Planning Fixed Fee - \$ _____ upfront and \$ _____ upon completion.**
- Hourly Financial Planning - \$ _____ per hour X _____ (Est Number of Hours) = \$ _____ Total Fee due upon completion of the engagement.**
- Educational Seminar - \$ _____ upfront and \$ _____ due no later than conclusion of the Seminar.**
- Speaking Engagement - \$ _____ upfront and \$ _____ due no later than conclusion of the Speaking Engagement.**

Client Initials: _____

