

Financial Planning Agreement

This FINANCIAL PLANNING AGREEMENT ("Agreement") is made by and between Global Retirement Partners, LLC, through its investment advisor representatives (collectively "Advisor"), and the undersigned client(s) ("Client"). Advisor and Client shall be individually referred to as a "Party" or collectively, as the "Parties." This Agreement shall be effective upon an authorized designated employee of Advisor signing the Agreement ("Effective Date").

1. SERVICES AND FEES

By executing this Agreement, Client retains Advisor to provide the following selected services (hereafter "Services") in exchange for the selected fees ("Fees"):

Financial Planning – Client engages Advisor to prepare a written financial plan and/or provide ongoing advice according to the fee structure and terms of this Agreement. Topics and content of the financial plan shall be determined by the Advisor.

Financial Consulting – Client engages Advisor to prepare a report for the following financial related topics and/or provide ongoing advice according to the fee structure and terms of this Agreement:

Financial position assessment	Tax analysis and planning
Budget and cash flow analysis	Estate analysis and planning
Retirement planning	Insurance analysis (e.g., life, disability, LTC)
Education planning	Executive benefits and stock option analysis
Investment, portfolio, and asset allocation analysis	Business and succession planning

Written Financial Plan or Report

Flat Fee: \$ _____

Hourly Rate: \$ _____ /hr _____ estimated hours

Ongoing or As Needed Services

Ongoing Advice Fee: \$ _____ annually, paid quarterly in arrears

As Needed Advice Fee: \$ _____ / _____ per hour _____ consultation

2. SCOPE OF ENGAGEMENT

For the Services selected, Advisor will meet with Client to gather information about Client's financial circumstances and objectives. Advisor will review and analyze Client's information, and upon completion, Advisor will deliver a written plan to Client ("Financial Plan") for Financial Planning or a report for Financial Consulting ("Report"), designed to help Client achieve Client's stated financial goals and objectives. Financial Plans and Reports are based on Client's current financial situation and the documents and information provided by Client to Advisor. Client acknowledges that any recommendations made by Advisor as a result of the Financial Plan or Report are based upon the professional judgment of Advisor, and Advisor cannot guarantee the results or the performance of any recommendation, nor may they address all possible financial issues facing the Client. Client understands that there are risks inherent in all financial decisions and transactions and that there are no guarantees that implementation of any of the recommendations provided hereunder will achieve their expected results.

Client agrees and understands that Client is fully responsible for the implementation of any advice or recommendation made in a Financial Plan or Report. Client also is free to reject any such advice or recommendation. Should Client choose to implement or act upon any advice or recommendation, Client may engage Advisor under a separate agreement or a separate firm of Client's choosing. In addition, if applicable, Client is urged to work closely with his/her attorney and/or accountant in implementing any advice or recommendations requiring such professional. Advisor shall not be responsible for the implementation of the Financial Plan or Report made by others.

Because Advisor is in a position to implement the advice or recommendations of the Financial Plan or Report for additional compensation, Advisor may have a potential conflict of interest. The Client represents that he/she understands this potential conflict of interest, and should Client decide to consummate any transactions through Advisor or its affiliate, or in the capacity of an insurance agent or registered representative of a broker-dealer, such as opening an account with Advisor or purchasing specific

investments, insurance, or investment products, resulting in the payment of additional compensation, commissions, fees or other remuneration, Client does so with the full knowledge and understanding of the potential conflict of interest.

If the services under this Agreement involve an account that is maintained on behalf of a plan subject to the Employee Retirement Income Security Act of 1974 ("ERISA") and regulations promulgated thereunder, Advisor acknowledges that when it provides advice related to the account pursuant to this Agreement, the advice would constitute investment advice to a retirement plan or to retirement plan assets for compensation and therefore Advisor would be a "fiduciary" as such term is defined under Section 3(21)(A)(ii) of ERISA. Advisor will act in good faith and with the degree of diligence, care, and skill that a prudent person rendering similar services would exercise under similar circumstances in providing such fiduciary services. However, Advisor is not an "investment manager" as defined in Section 3(38) of ERISA and does not have the power to manage, acquire or dispose of any retirement plan assets, and is not the "Administrator" of Client's retirement plan as defined in ERISA.

Any changes to the scope or terms of this engagement will be set forth in writing and agreed to by all Parties. To the extent Client requests that Advisor provide additional services, such services will be set forth in a separate agreement between Advisor and Client.

3. FEES AND EXPENSES

Client agrees to pay Advisor the Fees for the Services provided herein and acknowledges that such Fees are reasonable. The Fees charged by Advisor are solely for the Services and do not include any fees or commissions that may be required to implement the Financial Plan, Report, and/or recommendations made by Advisor. Advisor will provide an invoice to Client after presentation of the Financial Plan or Report and payment is due upon receipt of the invoice.

If Client elects to have an investment adviser representative of Advisor implement the recommendations in his or her separate capacity as a registered representative of a securities broker-dealer, Advisor at its discretion may waive or reduce the Fees charged under this Agreement by the amount of the commissions received as a registered representative. Any reduction of the Fees will not exceed 100% of the commission received.

If Client elects to implement the recommendations of Advisor through Advisor's other investment advisory programs, Advisor may waive or reduce a portion of the Fees for such investment advisory program. Any reduction will be at the discretion of Advisor and disclosed to Client prior to contracting for additional investment advisory services.

4. CLIENT RESPONSIBILITIES

Client recognizes that the value and usefulness of the Services depends on information that Client provides and upon Client's active participation in the planning process. Client agrees to provide Advisor with all requested information and required documents as Advisor may reasonably request (collectively "Information"). Such Information may include, but is not limited to Client's financial situation, investment objectives, goals, and risk tolerance. Services will be based upon the Information provided by Client. Client acknowledges that Advisor cannot adequately perform the Services unless the Client performs his/her responsibilities under this Agreement. Client agrees that all Information provided to Advisor, whether from Client or Client's attorney, accountant or other professional, shall be true, correct, timely, and complete in all material respects. Client acknowledges that Advisor may rely on such Information without verifying its accuracy. Client agrees to promptly notify Advisor of any changes or errors in the Information and promptly provide any updated or additional Information as may be reasonably requested by Advisor.

5. TAX AND LEGAL ADVICE

Client acknowledges and agrees that Advisor shall not provide legal, accounting or tax advice to Client in rendering Services. Advisor may address legal and tax issues as they relate to the Services; however, the Client should understand that any statements made as part of the Services are not considered or intended to be legal, accounting or tax advice. For legal advice, the Client should consult with an attorney, and for tax advice or accounting advice, a qualified tax professional. Advisor is willing to confer with Client's legal and tax professionals to discuss any recommendations made to Client. Advisor may suggest the services of other professionals for certain non-investment implementation purposes (i.e. attorneys, accountants, tax preparer, insurance agent, etc.). Client has the right to engage or not engage such recommended professional. Client retains absolute discretion over all such implementation decisions and has the right to accept or reject any recommendation. If Client engages any such recommended professional, and a dispute arises thereafter relative to such engagement, Client agrees to seek recourse exclusively from and against the engaged professional.

6. CLIENT CONFLICTS

If this Agreement is between Advisor and related Clients (i.e., married couple, joint owners), Services shall be based upon the joint goals communicated to the Advisor. Advisor shall be permitted to rely upon instructions and/or information received from either related Client, unless and until a related Client revokes such reliance in writing. Advisor shall not be responsible for any claims or damages resulting

from such reliance or from any change in the status of the relationship between the Clients. Each Client acknowledges and understands that Advisor cannot and will not treat information provided by either related Client as confidential from the other related Client.

7. CONFIDENTIALITY

All information and advice furnished by either Party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties, except as required by law or necessary to carry out the Services or as granted by the Client.

8. LIMITS OF LIABILITY

IF PERMITTED BY APPLICABLE STATE OR FEDERAL LAW, CLIENT SHALL NOT BE ENTITLED TO RECOVER FROM ADVISOR, NOR ITS EMPLOYEES, AFFILIATES OR AGENTS, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF CLIENT HAS BEEN ADVISED OF, OR HAD REASON TO KNOW OF, THE POSSIBILITY OF SUCH DAMAGES.

9. NON-EXCLUSIVITY

Client understands that Advisor may perform services similar to the Services for other clients. Client recognizes that Advisor may give advice or perform its duties that may differ from the advice given, or in the timing and nature of action taken, with respect to Client. Advisor has no obligation to advise Client in the same manner as it may advise any of its other clients.

10. TERM AND TERMINATION

- a. **Term.** The term of this Agreement shall commence as of the Effective Date and shall automatically terminate upon presentation of the Financial Plan or Report and the payment of the full Fees by Client; except that for ongoing or as needed advice services, the term of this Agreement shall continue until terminated under Section 10.b.
- b. **Termination.** Either Party may terminate this Agreement: (1) upon thirty (30) days written notice to the other Party, or (2) immediately upon a material breach, which breach remains uncured for a period of thirty (30) days following notice thereof given by the non-breaching party.
- c. **Fees Obligations.** If the Agreement is terminated before the services are complete, Advisor shall be compensated based on its hourly rate and the number of hours performed.
- d. **Disability or Incapacity.** The disability or incapacity of Client will not terminate or change the terms of this Agreement. However, Client's executor, guardian, attorney-in-fact, or other legally authorized representative

may terminate this Agreement in accordance with the termination provisions described herein.

- e. **Survival.** The following Sections shall survive termination of this Agreement: 3, 7, 8, 10 and 12.

11. ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that this Agreement may be executed by electronic or digital signature. Client consents to receive communications, disclosures and notices in electronic format, and such consent shall continue until revoked. Client asserts that Client is capable of receiving communications, disclosures and notices electronically. Client may revoke this consent at any time by providing notice to Advisor pursuant to Section 13.h of this Agreement.

12. DISPUTE RESOLUTION

In the event of any dispute arising out of or relating to this Agreement, the Parties agree first to attempt in good faith to resolve the dispute through negotiations between persons designated by each Party. If the matter is not resolved within ten (10) business days of receipt of a written request to negotiate by one Party from the other Party, then any claim or controversy arising out of or relating to this Agreement shall be resolved by a court of competent jurisdiction in Chicago, Illinois. In addition, the PARTIES HEREBY IRREVOCABLY WAIVE THE RIGHT TO REQUEST A JURY TRIAL, TO THE FULLEST EXTENT PERMITTED BY LAW, AND ANY SUCH LITIGATION SHALL BE TRIED BY THE JUDGE SITTING AS THE FINDER OF FACT AS WELL AS THE JUDGE OF THE APPLICABLE LAW.

13. MISCELLANEOUS

- a. **Governing Law.** Unless preempted by federal law (including the Investment Advisers Act of 1940 ("Advisers Act"), and the Federal Arbitration Act), the validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Delaware, without reference to its conflicts of law provisions.
- b. **Entire Agreement; Binding Effect.** This Agreement contains all of the understandings and representations between the Parties pertaining to the subject matter hereof and supersedes all previous and contemporaneous understandings, agreements, representations, warranties and communications, whether oral, written or otherwise communicated with respect to such subject matter. All provisions of this Agreement constitute a valid and binding agreement and shall inure to the benefit of the Parties and their respective successors and permitted assigns.
- c. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in any respect or for any reason, including a provision inconsistent with a current

or future law or regulation, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. Any invalid or unenforceable provisions of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly reflects the intent of the invalid or unenforceable provision.

d. Amendment. No modification or amendment to this Agreement shall be effective unless made in writing and signed by Client and an authorized representative of Advisor.

e. Assignment. This Agreement may be assigned as prescribed under the Advisers Act. Upon the completion of a permitted assignment, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

f. Waivers or Limitations

(1) Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which the Client may have under applicable law.

(2) The failure of a Party to insist upon the strict performance of any of the terms and provisions of this Agreement, or the waiver by a Party or any breach or default of any of the terms and provisions of this Agreement, shall not be construed as a waiver by either Party to thereafter insist on strict performance or as a waiver of any subsequent breach or default, even if the subsequent breach or default is the same as or similar to the breach or default previously waived. No waiver by either Party shall be enforceable unless in writing and signed by the Parties.

g. Force Majeure. Neither Party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement to the extent such delay or failure arises directly or indirectly by reason of any cause beyond the reasonable control of such Party, including without limitation, an act of God; war; conflict; insurrection or terrorist attack(s); strikes or labor disputes; pandemic or epidemic; failure of communication lines, telephone, internet, systems or other utilities services; theft; material changes to laws, regulations, or rulings; adverse weather, power failures or events of nature; or other causes beyond the reasonable control of a Party.

h. Notice. All notices required by this Agreement shall be in writing and either delivered by (a) registered or certified U.S. Mail, return receipt requested and postage

prepaid, (b) a nationally recognized overnight courier service, or (c) email, and shall be effective on the date of acknowledgement (by non-automated means) if delivered by email or on the date of posting if delivered by courier service or mailed. Notices shall be delivered to:

Client

The address indicated on the Signature Page

Advisor

Global Retirement Partners, LLC,
Attn: Chief Compliance Officer
4340 Redwood Hwy., Suite B-60,
San Rafael, CA 94903

i. Third-Party Beneficiary. This Agreement shall not be construed as granting any rights or benefits to third parties.

j. Headings. All captions, headings and subheadings are for ease of reference only and in no way will be understood as interpreting, decreasing, or enlarging the provisions of this Agreement.

k. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all taken together will constitute one and the same instrument.

14. ACKNOWLEDGEMENT AND DISCLOSURES

a. Client acknowledges that sufficiently before this Agreement, s/he received information from Advisor regarding the Services, compensation, fiduciary obligations, and any conflicts of interest to make an informed decision to engage Advisor. The information provided included, but was not limited to, Advisor's privacy policy notice, Form ADV Part 2 (A and B), or other documents meeting the requirement of Rule 204-3 and/or applicable state law ("Disclosure Documents").

b. Client acknowledges that Advisor has satisfactorily answered all Client questions regarding the Services to be provided hereunder and regarding this Agreement, and therefore Client is executing this Agreement with Client's informed consent to the terms hereof.

c. In addition to the Termination section herein, Client acknowledges that this Agreement may be terminated without penalty within five (5) business days after entering into this Agreement.

Signature page follows

The Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

GLOBAL RETIREMENT PARTNERS, LLC

By: _____
Name: _____
Title: _____
Date: _____

CLIENT

By: _____
Name: _____
Address: _____
City, State, Zip: _____
Date: _____

CLIENT

By: _____
Name: _____
Address: _____
City, State, Zip: _____
Date: _____

ADVISOR REPRESENTATIVE ACKNOWLEDGEMENT

By signing below, the below named Advisor Representative confirms the Services to be provided under this Agreement. Advisor Representative only confirms the Services and is not considered a party to this Agreement.

By: _____
Name: _____
Date: _____