

## FINANCIAL PLANNING SERVICES AGREEMENT

This Financial Planning Services Agreement ("Agreement") is entered into between Level Four Advisory Services, LLC ("LFAS"), a registered investment adviser under the Investment Advisers Act of 1940, as amended ("Advisers Act"), and \_\_\_\_\_ ("Client") to provide certain financial planning services in accordance with and subject to the terms of this Agreement, effective as of \_\_\_\_\_ (the "Effective Date").

Financial Planning Agreement Client has related Level Four Accounts (Brokerage and/or advisor) ☐ Yes ☐ No

### Services

By executing this Agreement, Client retains LFAS, acting by and through one of more of its Advisory Representatives (as noted on the signature page of this Agreement), to provide the financial planning services selected by Client on Addendum I ("Services") pursuant to the terms and conditions described in this Agreement.

LFAS services may include recommendations regarding investments, estate planning, retirement planning, taxes, insurance, etc. and may be implemented, at Client's sole discretion, with corresponding professional advisers of the Client's choosing. Client acknowledges that in respect to estate planning matters, LFAS's role is that of a facilitator between the Client and his or her corresponding professional advisers.

Client will retain absolute discretion over all implementation decisions.

### Limitations on Services

LFAS will not provide accounting or legal advice nor prepare any accounting or legal documents for the implementation of Client's plan. Client is urged to work closely with his or her attorney and accountant in implementing the recommendations contained in the financial plan and/or consultations. LFAS will not be responsible for the acts of omissions or insolvency of any other agent, broker, or independent contractor selected to take any action or to negotiate or consummate any transaction for Client's account.

The Services provided under the terms of this agreement do not include investment implementation, supervisory, management, nor performance reporting services of Client's investment portfolio. Client must execute a separate agreement for LFAS's investment management services.

### Fee

In consideration of the services rendered by LFAS pursuant to the terms of this Agreement, the Client shall pay LFAS fees as set forth in Addendum II ("Fee Information").

### Conflicts of Interest

It is understood by and between the parties hereto that if Client wishes to implement the advice of LFAS through one or more of LFAS's on-going advisory programs (as disclosed in LFAS's Form ADV Part 2A), such engagement shall be set forth in a separate investment advisory agreement between LFAS and the Client, for which LFAS may be paid a separate and additional fee. If such additional fees are earned, LFAS may, but is not obligated to, waive, or reduce the amount of the financial planning. In addition, if Client wishes to implement the advice of LFAS, Client may do so through LFAS or any employee or representative in his or her separate capacity as a registered representative and/or independent insurance agent.

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When transactions are implemented through LFAS or any employee or representative in these separate capacities, employee or representatives will participate in and receive the usual and customary commissions on the securities in which Client invests and will receive commissions on various insurance policies purchased. If such commissions are earned, LFAS may, but is not obligated to, waive or reduce the amount of the financial planning fee. Under such circumstances, representatives would have a financial interest in the transaction and therefore have a conflict of interest in furnishing financial planning advice to the extent that such recommendations are implemented.

### Termination

LFAS or Client may terminate Services at any time by providing written notice to the other party and termination will be effective immediately. If Services are terminated within five business days of signing this Agreement, they will be terminated with no penalty. After the initial five business days, Client will be responsible for the time expended by LFAS to the date notice of termination is received. If fees are to be paid in arrears, LFAS will provide a statement detailing the time expended by the Adviser Representative and the amount due from Client. If Client has paid a retainer or fees in advance, LFAS will provide a billing statement explaining all charges and adjustments and a pro-rated refund of any unearned compensation.

If Client elects to receive Annual Consulting Services, such services are provided for a one-year period and terminate on the anniversary date of signing the original Agreement. A new agreement is required for the renewal of service. Upon notice of termination, LFAS will not undertake any new services but may finish up services previously begun before notice was received. Client will be responsible for the time expended by LFAS.

Notwithstanding the foregoing, this Agreement automatically terminates upon the later of the presentation of the financial plan to Client, completion of a Special Project as detailed on Addendum 1, or the anniversary date of this Agreement.

### Confidentiality

Except as otherwise agreed in writing or as required by law, LFAS will keep confidential all information concerning Client's identity, financial affairs, or investments.

### Client's Responsibilities

Client recognizes the value and usefulness of the financial planning services of LFAS will be dependent upon information that Client provides and upon Client's active participation in the formulation of objectives and in the implementation of the recommendations to attain those objectives. Client will provide LFAS all requested information and required documents as LFAS may reasonably request in order to permit a complete evaluation and preparation of recommendations for Client.

### Retirement Accounts

Client understands that the financial planning services of LFAS may relate to accounts that contain property of: (i) an employee benefit pension plan (including an Internal Revenue Code (Code) Section 401(k) plan governed by ERISA (ERISA Account); and (ii) an individual retirement account under Code Section 408 or other plan described in Code Section 4975(e)(1) (collectively referred to as an IRA, and together with each ERISA Account, the Retirement Accounts).

### Other Investment Accounts

Client understands that LFAS serves as an investment adviser for other clients and will continue to do so. Client also understands that LFAS may give advice or take action in performing their duties for other clients, or for their own account(s), that differ from advice given to or action taken for Client. Neither LFAS nor IAR are obligated to buy, sell or recommend for Client any security or other investment that LFAS and/or IAR may buy, sell or recommend for any other Client, Adviser and/or IAR's own accounts. This Agreement does not limit or restrict in any way LFAS and/or IAR from buying, selling or trading in any securities or other investments for their own accounts.

### Basis of Advice

Client acknowledges that LFAS obtains information from a wide variety of publicly available sources. LFAS does not have, nor do they claim to have, sources of inside or private information. The recommendations developed by LFAS are based upon the professional judgment of LFAS. LFAS cannot guarantee the results of any of their recommendations. Client at all times shall elect unilaterally to follow or ignore completely, or in part, any information, recommendation, or advice given by under this Agreement.

### Liability of Adviser

Client understands that there are risks inherent in all financial decisions and transactions and that there is no guarantee Client's investment objectives will be achieved.

### Arbitration

Client agrees that all controversies that may arise between parties concerning performance or breach of this Agreement, or any other agreement between parties, whether entered into before, on, or after the date the account is opened shall be determined in accordance with this Arbitration Provision before a panel of independent arbitrators set up by the American Arbitration Association. If Client does not notify the other parties in writing of their alternative designation within five days after Client's written demand for arbitration, then Client authorizes LFAS to make such designation on his or her behalf. Client understands that judgment upon any arbitration award may be entered in any court of competent jurisdiction. Client is aware of the following:

1. Arbitration is final and binding on the parties.
2. The parties are waiving their right to seek remedies in court, including the right to a jury trial.
3. Pre-arbitration discovery is generally more limited than and different from court proceedings.
4. The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
5. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action or who is a member of a putative class, who has not opted out of the class with respect to any claims encompassed by the putative class action until:

1. The class certification is denied;
2. The class is decertified; or
3. The customer is excluded from the class by the court.

A forbearance to enforce this Arbitration Provision shall not constitute a waiver of any rights under this Agreement except to the extent stated herein. Nothing in this Arbitration Provision is intended to be a waiver of any right of action the Client may have under applicable federal or securities law. This Arbitration Provision is not enforceable where binding arbitration is not allowed or enforceable.

### Severability

It is understood by the parties that, if any term, provision, duty or obligation under this Agreement is held by the courts to be unenforceable, illegal or in conflict with applicable state law, the validity of the remaining portion shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if such invalidity or unenforceable provision was not contained in this Agreement.

### Governing Law

This Agreement shall be construed under the laws of the State of Texas in a manner consistent with the rules and regulations of the State of Texas, except as otherwise preempted by Federal law.

### Assignment

This Agreement may not be assigned or transferred in any manner by any party without the written consent of all parties receiving or rendering services hereunder.

### Notice

Any notice or other communication required or permitted to be given pursuant to this Agreement will be deemed to have been duly given when delivered in person, or sent by telecopy, e-mail, U.S. mail, overnight courier or facsimile transmission. All postage must be prepaid. All notices or communications to LFAS should be sent to LFAS's main address. All notices or communications to Client will be sent to the last known address of Client unless written instructions are provided to LFAS by Client to send notifications to an alternate address.

### Electronic Delivery

Client agrees to accept all required regulatory notices and disclosures, as well as all other correspondence, via electronic mail. Information and documents provided by LFAS will include, but are not necessarily limited to, Form ADV updates and offers, account performance reports prepared by LFAS, LFAS's annual Privacy Policy Notice, regulatory disclosures and other written communications from LFAS. Client will have completed all delivery requirements upon the forwarding of such document, disclosure, notice and/or correspondence to Client's last provided email address. Client may withdraw its consent to electronic delivery without the imposition of any fee or condition.

### Miscellaneous Provisions

This Agreement shall not become effective until acceptance by LFAS as evidenced by the signature of an authorized representative below. No modification or amendment to this Agreement shall be effective unless made in writing and signed by Client and an authorized representative of LFAS.

The parties hereto acknowledge and agree that this Agreement alone constitutes the final written expression of the parties with respect to all matters contained herein, and the parties further acknowledge and agree that there are no prior or contemporaneous agreements, or if any, such prior agreements are merged herein. This Agreement alone constitutes the final understanding between the parties.

### Entire Agreement

This Agreement represents the entire Agreement between the parties with respect to the subject matter contained herein. This Agreement may not be changed orally but only by an agreement in writing signed by all parties.

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The Client hereby acknowledges receipt of the LFAS Form ADV – Part 2A that includes the LFAS Privacy Policy. If the appropriate disclosure statement was not delivered to the Client at least 48 hours prior to the client entering into any written advisory contract with this investment advisor, then the Client has the right to terminate the contract without penalty within five business days after entering into the contract. The Client also acknowledges receipt of the LFAS Form CRS (Part 3 Form ADV). For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract or any other provisions of this contract notwithstanding.

Signatures

In witness hereof, the Parties hereto have executed this Agreement.

Client:

Name	Signature	Date
Name	Signature	Date

Level Four Advisory Services, LLC:

LFAS Adviser Representative:

Name	Signature	Date
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LFAS Adviser Representative

Name	Signature	Date
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Accepted by:

LFAS Firm Principal:

Name	Title	Signature	Date
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## Addendum I - Services

LFAS agrees to provide the following selected Services as directed on this Addendum I:

<b>Financial Planning Services</b>		
<b>Level Four® Planning Process*</b> – A financial plan centered around the scope of engagement, set by the client, containing specific planning items indicated on the Level Four® Proactive Planning Menu and driven by the Level Four® Planning Calendar.		
<i>Type of Engagement:</i>	New	Update
<b>Financial Plan*</b> – LFAS will provide Client a plan that includes data gathering, analysis and evaluation of current position, identification of specific goals and the development of recommendations and/or alternate		
<i>Type of Engagement:</i>	New	Update
<b>Annual Consulting Service</b> – LFAS will provide Client ongoing consulting services for a one-year period. Renewal of consulting services requires the written consent of the Client.		
<i>Type of Engagement:</i>	New	Renewal
<b>Special Project</b> – <i>Details must be provided</i>		

Services will include the following subject areas:

<b>Planning Modules</b>
<b>Financial Position &amp; Analysis</b>
<b>Insurance Planning &amp; Risk Management</b>
<b>Employee Benefits Analysis &amp; Planning</b>
<b>Family Needs Planning</b>
<b>Business Planning</b>
<b>Investment Planning</b>
<b>Retirement Planning</b>
<b>Estate Planning</b>

<b>Personal Financial Website Setup</b>
<b>Personal Financial Website Setup</b>
<b>Personal Financial Website Maintenance</b>

<b>Special Project Services</b>
<b>Other:</b>

\*Selection of planning modules are required if *Level Four® Planning Process* or *Financial Plan* is selected.

## Addendum II – Fee Information

### I. Fee Schedule

**Fixed Fee** – The total annual fixed fee for Services under this Agreement will be a fixed fee of \$ \_\_\_\_\_.

*The fixed fee will be billed according to the following method:*

Advance Payment: Upon execution of this Agreement, LFAS shall receive an initial payment in the amount of \$ \_\_\_\_\_

**If the initial payment exceeds 50% of the total fixed fee, all services under this Agreement must be completed within 6 months.**

*The balance of the fixed fee will be billed according to the following time interval:*

Upon completion of Services                      Quarterly                      Monthly

Arrears Payment – Upon completion of Services, LFAS will provide client an invoice calculated based on actual time expended to complete Services, billed according to the following time interval:

Upon completion of Services                      Quarterly                      Monthly

**Hourly Fee** – At an hourly rate of \$ \_\_\_\_\_ per hour

*The hourly fee will be billed according to the following method:*

Advance Payment – \$ \_\_\_\_\_ rate x \_\_\_\_\_ estimated hours = \$ \_\_\_\_\_ initial payment. If more time is needed than this estimate, LFAS will contact the Client about additional time needed before continuing with additional work. Client will be charged the actual time expended.

Arrears Payment – Upon completion of Services, LFAS will provide client an invoice calculated based on actual time expended to complete Services, billed according to the following time interval:

Upon completion of Services                      Quarterly                      Monthly

### I. Method of Payment

**Check** – All checks must be made payable to "Level Four Advisory Services, LLC"

check date: \_\_\_\_\_ check number: \_\_\_\_\_ check amount: \_\_\_\_\_

**Credit Card** – Upon payment schedule above, LFAS will send client an electronic invoice to the following client email address \_\_\_\_\_ for payment to be processed by client through secure website.

**Distribution from Investment Account** – Client will follow process defined by account Custodian, including any required forms, in order to process a third-party distribution payment, made payable to Level Four Advisory Services, LLC. Please note fees may not be withdrawn from a Retirement Account and can only be redeemed from an account with the same account registration as the Client described in this Agreement.

Custodian: \_\_\_\_\_

Registration: \_\_\_\_\_

Account #: \_\_\_\_\_

## Addendum III – Client Profile

Client Name: \* \_\_\_\_\_

Client Phone Number: \* \_\_\_\_\_

Client Email Address: \* \_\_\_\_\_

Client Mailing Address: \* \_\_\_\_\_

Client Tax ID Number: \* \_\_\_\_\_

Client Date of Birth: \* \_\_\_\_\_

Joint Client Name: \_\_\_\_\_

Joint Client Phone Number: \_\_\_\_\_

Joint Client Email Address: \_\_\_\_\_

Joint Client Mailing Address: \_\_\_\_\_

Joint Client Tax ID Number: \_\_\_\_\_

Joint Client Date of Birth: \_\_\_\_\_

Rep Name(s) & Rep Code: \_\_\_\_\_

*\*Required fields*

### Trusted Emergency Contact & Professional Contacts **\*you must provide information OR check the decline box**

*I decline to provide a trusted contact person at this time.*

Trusted Emergency Contact: \_\_\_\_\_

Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Professional Contact: \_\_\_\_\_

Role: ☐ Attorney ☐ Accountant ☐ Other \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Professional Contact: \_\_\_\_\_ Role: \_\_\_\_\_

☐ Attorney ☐ Accountant ☐ Other \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_