LIFE TRANSITIONS PLANNING

FINANCIAL PLANNING & CONSULTING AGREEMENT

This Financial Planning and Consulting Agreement ("Agreement") is entered into as of the date ("Effective Date") set forth on the signature page herein by and between Life Transitions Planning LLC ("Adviser" or "LTP"), an investment adviser registered with the State of Virginia ("state") and the Client ("Client"). The Client, being duly authorized, hereby agrees to employ and retain LTP to provide Services to Client in accordance with the following terms and conditions:

1. SERVICES

The Client has retained LTP to provide Financial Planning Services and/or Consulting Services (collectively "Services") based on the information provided by the Client regarding the Client's individual financial objectives, needs, and circumstances. The services to be provided consist of any or all the following as selected in Schedule A and Appendix A and agreed to in Schedule B and described in detail here.

FINANCIAL PLANNING SERVICES DESCRIPTION

Services are designed to assist the Client in identifying and planning for their financial goals by analyzing their current financial position and making strategic recommendations. As part of the Services, the Firm may prepare topic-specific written financial plans, reports, or analyses tailored to the Client's individual needs, including strategies related to investment, retirement, insurance, tax optimization, education, income, and charitable giving.

Unless otherwise agreed to in writing, the Client is solely responsible for determining whether to implement our financial planning recommendations. Our financial planning services do not involve implementing transactions on your behalf nor include active and ongoing monitoring or management of your investments or accounts.

Client understands and acknowledges that all financial planning recommendations are for informational purposes only and should not be construed as investment, legal, or tax advice. LTP does not execute financial transactions or implement recommendations on behalf of the Client. The Client is solely responsible for deciding whether and how to act on any recommendations made by LTP.

LTP's Services do not include active or ongoing monitoring, supervision, or management of the Client's financial accounts, investments, or portfolio unless the Client enters into a separate written agreement with the Firm for such services.

CONSULTING SERVICES DESCRIPTION

Consulting services are specifically designed to meet the Client's financial goals, needs, and objectives by conducting a comprehensive analysis of the Client's investment holdings. Such holdings may include, but are not limited to, variable life insurance policies, annuity contracts, assets held within employer-sponsored retirement plans, divorce financial analysis and qualified tuition planes (i.e., 529 plans) that are held externally from the firm. LTP services may include, but are not limited to: (i) evaluating and analyzing the Client's current investment portfolio including the aforementioned financial products; (ii) providing recommendations for the allocation and diversification of assets within such investment products; (iii) advising on asset allocation among the various investment options available within variable life insurance policies, annuity contracts, employer-sponsored plans, and 529 plans; and (iv) reviews and reallocation recommendations based on market conditions, investment performance, and the Client's evolving financial objectives. LTP does not assume any discretionary authority over the Client's investment accounts or assets and does not execute trades or transactions on behalf of the Client. The Client is responsible for implementing all investment decisions.

2. CLIENT RESPONSIBILITY

Adviser's Services and recommendations are based on the Client's individual financial needs and circumstances as disclosed by the Client. It is the Client's responsibility to provide the Firm with the information necessary to carry out the services described in this Agreement. The Client agrees to provide Adviser with all information and documents that the Firm may reasonably request in connection with the Services being provided, including but not limited to information concerning the Client's current financial status, future goals, and attitudes towards risk. The completeness and accuracy of the information provided by the Client is vital to the ability of the Firm to provide the Services. Adviser will rely on the information provided by the Client and will not be responsible for verifying the information and documentation provided by the Client or the Client's outside professionals.

3. ENGAGEMENT OF OTHER PROFESSIONALS

When providing services under this Agreement to the Client, the Firm may consult with attorneys, accountants, or other outside professionals. To the extent that the Firm engages such outside professional(s), the Firm will be responsible for the payment of the fees for the services of such outside professional(s), and the Client will not be required to reimburse the Firm for such payments. The Client may desire to engage other professionals to assist in the provision of Services under this Agreement or the implementation of any recommendations made by the Firm. To the extent that the Client engage such outside professional(s), the Client will be responsible for the payment of the fees for the services of such outside professional(s), and the Firm will not be required to reimburse the Client for such payments.

4. IMPLEMENTATION OF RECOMMENDATIONS

The Client is solely responsible for determining whether to implement the financial planning and consulting recommendations and for engaging professionals to assist the Client in implementation of the recommendations. Adviser generally recommends that the Client work with the Client's attorney, accountant, insurance agent, or investment manager to implement recommendations. The Services provided under this Agreement do not include the implementation of any of the Firm's recommendations, nor do they include investment management or investment supervisory services. If Client wants to engage Adviser to implement recommendations, the Client and Adviser will enter into a separate written agreement or agreements governing such services. Until and unless the Client has engaged the Firm to provide such services, the Client understands and agrees that the Firm's services are of a general planning nature only and do not constitute or include investment management services. The Client understands that the recommendations contained in the Services or Deliverables are general in nature and do not refer to specific product or service.

5. TERM OF AGREEMENT

This Agreement begins on the Effective Date set forth in Schedule B and continues until the earlier of (i) delivery to the Client of the financial plan, report, analysis, or agreed-upon consulting deliverable and the accompanying discussion of that deliverable, or (ii) termination by either party under Section 12. In no event will the term of this Agreement exceed six (6) months from the Effective Date. If the Client wishes to engage the Adviser for additional services after that period, the parties will execute a new written agreement.

6. NON-DISCRETIONARY AUTHORITY

This Agreement grants the Adviser non-discretionary authority only. The Adviser has no discretionary authority over any Client account or asset under this Agreement, does not have custody of Client funds or securities, and will not place, execute, or direct any securities transaction on the Client's behalf. The Client retains sole authority over whether and how to implement any recommendation.

7. FEES

The Client will compensate the Adviser for their services under this Agreement. Adviser provides Services under a fixed fee arrangement as described in Schedule A of this agreement. The advisory fee is a flat dollar amount agreed in advance and recorded in Schedule A; it is not calculated as a percentage of assets, on an hourly basis, or by any other formula, and it does not vary with the value or performance of any Client account. The fixed fee will not exceed $5,000. Notwithstanding any election in Schedule A, the Adviser will not accept prepayment of more than $500 per Client more than six (6) months in advance of providing services; where the agreed fee exceeds $500, the Adviser will collect no more than $500 at execution and will invoice the balance upon delivery of the deliverable. The fees reflect all time spent by the Firm gathering and compiling Client information, conferring with the Client, and/or any other activities directly associated with carrying out the Firm's obligations under this Agreement. Fees may be negotiated as necessary. Clients should note that similar advisory services may or may not be available from other registered (or unregistered) investment advisers for similar or lower fees.

8. FEES FOR OTHER PRODUCTS AND SERVICES

Fees for Services are solely for the Services provided under this Agreement. The Client may incur additional costs and fees in relation to services or implementing the recommendations set forth in any Deliverables, including but not limited to:

INVESTMENT ADVISORY FEES

All fees paid to LTP for financial planning and consulting services are separate and distinct from investment advisory fees charged by an investment advisor to implement such recommendations. If Client elects to implement recommendations made as part of this Agreement through LTP, Client and LTP will enter into a separate written agreement governing such services.

INSURANCE COMMISSIONS AND FEES

If Client purchases any insurance product, any commissions, fees and expenses charged by insurance companies associated with the purchase are separate and distinct from the fees charged under this Agreement. If Client sells or liquidates certain existing securities or insurance products to acquire any insurance product, Client may also pay/incur commissions or deferred sales charges in addition to commissions, fees and expenses charged by the insurance company for subsequently acquired insurance products.

MUTUAL FUNDS

All fees paid to LTP for services under this Agreement are separate and distinct from the fees and expenses charged by mutual funds to their shareholders. These fees and expenses are described in the fund's prospectus. These fees will generally include a management fee, other fund expenses, and a possible distribution fee. If the fund also imposes sales charges, Client may pay initial or deferred sales charges.

9. NON-EXLUSIVE RELATIONSHIP

The Client understands and acknowledges that the Adviser performs financial planning, consulting, and investment advisory services for various clients. The Client agrees the Adviser may give advice and take actions with respect to its other clients that may differ from the advice given or the timing or nature of action taken with respect to the Client's Account(s). The Adviser has no obligation to purchase or sell for the Account(s), or to recommend for purchase or sale to the Client, any security that the Adviser, its employees, principals, officers, or affiliates may purchase for themselves or others. The Client further understands and acknowledges that transactions in a specific security may not be accomplished for all clients of the Adviser, at the same time, or at the same price.

10. REPRESENTATIONS AND WARRANTIES

Adviser represents to the Client that it is registered as an Investment Adviser and is authorized and empowered to enter into this Agreement. If the Client or Clients are an individual or are individuals, the Client(s) represents and warrants to the Firm he or she is authorized to enter into this Agreement. If the Client is a corporation, partnership, trust or other business or legal entity, (i) Client represents and warrants to the Firm that the Client has taken all required corporate company or other entity action required to authorize the Client's entry into this Agreement and (ii) that the individual executing this Agreement on the Client's behalf represents and warrants to the Firm that he or she has been authorized by Client to execute this Agreement.

11. RISK ACKNOWLEDGEMENT AND LIABILITY

Adviser does not guarantee the results of any recommendations, any specific level of performance or the success of the Firm's overall Services. The Client is free to obtain legal, accounting and brokerage service from any professional source to implement the Firm's recommendations. The Client is always free to accept or reject any recommendation from the Firm. Adviser's recommendations are subject to various market, economic, political, and business risks. Investment decisions will not always be profitable. Client recognizes that the services described in this Agreement involve the Firm's judgment and views regarding the economy and the securities markets. Like all predictions of future events, results cannot be guaranteed. Adviser will not be liable for any action performed or omitted to be performed or for any errors of judgment or mistake in preparing your financial plan, and resulting Deliverable, in the absence of malfeasance, gross negligence, or violation of fiduciary duty or applicable law. Nothing in this Agreement will waive or limit any rights that Client may have under applicable federal or state securities laws. Except as otherwise provided by law, the Firm will not be liable for (a) any loss arising from any recommendations made or other action taken or omitted in good faith by the Firm 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 the Client's written or oral instructions; or (c) any act or failure to act by the Client and/or any third party that implemented the Firm's recommendations.

12. TERMINATION & CANCELLATION

You may terminate this Agreement by providing us with written notice. There is no penalty for termination of your Agreement prior to the plan being delivered to you. Such termination shall not, however, affect liabilities or obligations incurred or arising from recommendations initiated under this Agreement prior to such termination, which shall survive any expiration or termination of this Agreement. If the Client terminates the Services after entering into an agreement with the Firm, the Firm will prorate a refund to the client based on any work completed up to the date of termination. Any refunds shall be calculated using the following algorithm:

Client Refund=Prepaid Fee- (Fixed Fee x percentage of services completed)

Services are terminated upon delivery of the Financial Plan and discussion of the Plan. Adviser will never receive prepayment of more than $500 in fees per Client, six (6) or more months in advance of providing any services. If additional services are needed after the six-month period, we will execute a new agreement with the Client.

13. CONFIDENTIALITY

Adviser will treat all non-public information that the Client provides in connection with this Agreement as confidential. Except as otherwise agreed or required by law, the Firm will exercise diligence and care with respect to keeping your information confidential. Any disclosure by the Firm to third parties of non-public information provided by the Client will be made in accordance with applicable law and the privacy policies of the Firm as may be amended from time to time, or consistent with any written instruction from client. The Client grants the Firm authority to discuss, disclose, and provide your confidential information to outside service providers, attorneys, auditors, consultants, and any other professional advisors retained by the Firm to assist in the provision of the Services. Please see the Firm's Privacy Notice for details regarding how we protect your non-public personal information.

14. CONSENT TO ELECTRONIC DELIVERY

The Client consents to the following concerning the delivery of all communications and documents and understands that consent may be revoked at any time by providing written notice to the Adviser.

The Adviser is authorized to send notices or other communications required to be given under this agreement or by law, such as the Adviser's Part 2A and 2B Disclosure Statements and Privacy Policy, via electronic mail, Adviser's website, Internet postings, or other widely used forms of electronic media.

By consenting to the electronic delivery of all information related to the Client's Account(s), the Client authorizes the Adviser to deliver communications and notices, including, plans, reports, and analysis via email, at the electronic address listed in Schedule A.

The Client will promptly notify the Adviser if the Client's electronic address changes. The Client also retains the right to request information required by law in hardcopy format, and such request would not be a revocation of the authorization to receive information electronically.

15. ASSIGNMENT

Neither Client nor Adviser may assign, convey, or otherwise transfer any of their rights, obligations, or interests under this Agreement without the prior written consent of the other party. No assignment of this Agreement, within the meaning of the Virginia Securities Act and 21VAC5-80-200, will be made without the prior written consent of the Client. Subject to the terms of this Item, this Agreement is binding upon the heirs, successors, legal representatives, or assigns of either party.

16. AMENDMENT

No term of This Agreement may be modified except by the written agreement of both parties. Any modification, including (but not limited to) any change to the Adviser's fees or the method of calculating fees, shall be set forth solely in a written amendment to This Agreement or in a new advisory agreement executed by the Client and the Adviser. The Adviser shall provide the Client with written notice of any proposed fee change at least thirty (30) days prior to the proposed effective date, and no such change shall be effective unless and until the Client executes the applicable amendment or new agreement.

17. DISCLOSURE DOCUMENTS

Adviser hereby represents and warrants that it has provided to Client a written disclosure statement as required by 21VAC5-80-190 of the Virginia Administrative Code. By signing and accepting this Agreement, the Client acknowledges receipt of: (a) Form ADV, Part 2A, (b) Form ADV, Part 2B and (c) Adviser's Notice of Privacy Policy.

If the Adviser did not deliver the disclosure documents described above at least forty-eight (48) hours before the Client entered into this Agreement, the Client may terminate this Agreement without penalty or fee within five (5) business days after the date on which this Agreement is executed by all parties.

18. REGISTRATIONS & GOVERNING LAW

The Adviser is a Registered Investment Adviser with the state of Virginia and required registrations will be kept effective during the term of this Agreement.

In all material respects, the Adviser will comply with applicable statutes, regulations, and requirements of the laws of the United States, the State of the Client's domicile, or any government having jurisdiction over the activities concerning this Agreement.

19. COMMUNICATIONS & NOTICES

All notices, requests, demands and other communications hereunder shall be deemed to be duly given if delivered by hand or if mailed by certified or registered mail with postage prepaid:

LIFE TRANSITIONS PLANNING | 780 LYNNHAVEN PARKWAY, SUITE 400. VIRGINIA BEACH VA 23452 | (757) 618-6040

TAMI.ALOISA@LTPLANNERS.COM

Or if to the Client, the Adviser will send to the Client's address agreed to in Schedule A of this Agreement.

20. SEVERABILITY

The unenforceability or invalidity of any paragraph or provision of this Agreement shall not affect the enforceability or validity of the balance of this Agreement.

21. ENTIRE AGREEMENT

This Agreement, together with any Schedule or Appendix attached hereto, represent the entire understanding between the parties with regard to the matters specified herein. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any party to any other party concerning the subject matter of this Agreement. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

(SIGNATURE TO FOLLOW ON SCHEDULE B – AGREEMENT & ACCEPTANCE)

SCHEDULE A - FEE SCHEDULE & CLIENT CONSENT

Client and Adviser have executed this Agreement on the Effective Date (specified in Schedule B) on this Agreement. By signing below, each party acknowledges that it has received and agrees to be bound by and fulfill the obligations set forth in this Agreement.

CLIENT INFORMATION

Client Name(s)

Phone Number

Street Address

City, State, Zip

SERVICES

The client elects to engage LTP to provide the following services:

☐ Financial Planning Services*

*Financial planning services as specified in Item 1

☐ Consulting Services**

**Consulting services as described in Appendix A below.

FEES

FIXED FEE (NOT TO EXCEED $5,000)	FEE DUE	PAYMENT METHOD	Client Initial
$	Advance	☐ AdvicePay____________ ☐ Other: _____________	

ELECTRONIC CONSENT

Client consents to electronic delivery as described in Section 14 above at the email address(es) listed below:

Client Email Address:

Client Initials

Client Email Address:

Client Initials

☐ Client **opts out** of electronic delivery and instead requests delivery via regular mail (USPS) at the address listed below:

Client Initials

APPENDIX A – CONSULTING SERVICES DESCIRPTION & NOTES

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SCHEDULE B - AGREEMENT & ACCEPTANCE

Client and Adviser have executed this Agreement on the Effective Date on this Agreement, as specified below. By signing below, each party acknowledges that it has received and agrees to be bound by and fulfill the obligations set forth in this Agreement.

BY: CLIENT

Client's Printed Name	Client Signature	Date
Client's Printed Name	Client Signature	Date

BY: LIFE TRANSITIONS PLANNING LLC

Adviser Signature	Effective Date