

DISCRETIONARY FINANCIAL PLANNING ADVISORY AGREEMENT A.D. FINANCIAL PLANNING

Please review this letter carefully as it outlines the understanding between you ("Client") and A.D. Financial Planning ("ADFP") for the service, or services, ADFP will provide you. If you have any questions about the content or purpose of this letter, we should discuss them before you sign this letter.

The undersigned Client and ADFP agree as follows:

1. ADFP will analyze the financial situation of the Client and provide recommendations to guide the Client toward the achievement of their financial goals.
2. The Client agrees to provide information and/or documentation requested by ADFP in furtherance of the agreement as may pertain to Client's investment objectives, needs and goals, and to keep ADFP informed of any changes regarding the same. The Client acknowledges that ADFP cannot adequately perform its services for Client unless Client diligently performs his responsibilities under this agreement. ADFP shall not be required to verify any information obtained from Client, Client's attorney, accountant, or other professionals, and is expressly authorized to rely thereon. ADFP will treat all information provided by the Client as confidential.
3. Client authorizes ADFP to respond to inquiries from, and communicate and share information with Client's attorney, accountant and other professionals to the extent necessary in furtherance of ADFP's services under this agreement.
4. All directions by Client to ADFP (including notices, instructions, and directions relating to changes in Client's investment objectives) shall be in writing. ADFP shall be fully protected in relying upon any such direction, notice, or instruction until it has been duly advised in writing of changes therein.
5. The Client is under no obligation to follow, either wholly or partially, any recommendation or suggestion provided by ADFP.
6. The Client understands that due to the limited nature of an hourly engagement, ADFP is under no obligation to contact the Client regarding changing in the financial markets or particular mutual funds or investments that ADFP may have recommended.
7. The Client agrees to pay ADFP for the time involved in providing financial planning and investment advisory services on an hourly basis or based on a percentage of assets under management or the minimum fee as outlined in the schedule of fees.
8. ADFP, its officers, employees, and agents, may have or take the same or similar positions in specific investments for their own accounts, or for the accounts of other Clients, as ADFP does for the assets under management. Client expressly acknowledges and understands that ADFP shall be free to render investment advice to others and that ADFP does not make its investment management services available exclusively to Client. Nothing in this agreement shall impose upon ADFP any obligation to purchase or sell, or to recommend for purchase or sale, for the account any security which ADFP, its principals, affiliates, or employees, may purchase or sell for their own accounts or for the account of any other Client, if in the reasonable opinion of ADFP such investment would be unsuitable for the account or if ADFP determines in the best interest of the account it would be impractical or undesirable.

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9. This agreement may be terminated at any time up written notice of either ADFP or the Client. If the Client should terminate this agreement, at the direction of the Client, ADFP will assist with concluding any investment actions.
10. By giving ADFP written notice of the termination with five (5) business days of execution of this agreement, any fees that the Client has prepaid will be refunded to the Client in full. After the initial five (5) business day period, fees earned from the first day through the receipt of written notice of termination will be due and payable at ADFP's regular hourly rate. ADFP will not assign the agreement to any other party without the written consent of the Client.
11. Client acknowledges receipt of Part II of Form ADV. If the appropriate disclosure statement was not delivered to the Client at least 48 hours prior to the Client entering into any written contract with this investment adviser, then the Client has the right to terminate the contract without penalty within five (5) 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,
12. If this agreement is between ADFP and related Clients (i.e. husband and wife, etc.) ADFP services shall be based upon joint goals communicated to ADFP. ADFP shall be permitted to rely upon instructions from either party with respect to disposition of the assets or the account, unless and until such reliance is revoked in writing to ADFP. ADFP 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.
13. If a controversy, claim or dispute arises out of or relates to this agreement, or any alleged breach of this agreement, or to the financial planning and investment advisory services provided under it, and if that controversy, claim or dispute cannot be settled through negotiation, the parties agree to first try in good faith to settle the dispute by mediation under the Commercial Mediation Rules for Financial Planning Disputes of the American Arbitration Association, before resorting to arbitration, litigation or some other dispute resolution procedure.
14. Fees for hourly engagements require one-half of estimated fee range upon signing of this agreement, with balance of actual fee due immediately upon presentation of recommendations to Client. Prepayments will not exceed \$500 in fees per Client and 6 or more months in advance. Hourly services are provided at a billing rate of \$100 per hour billed in six-minute increments.
15. Fees for ADFP Assets Under Management advisory services are billed in arrears and therefore are not refundable. Assets Under Management Clients are billed quarterly at the amount determined by the value of the Client's assets on the last day of the quarter. The fee for all services provided will be 1.00% of all assets under management on assets less than \$500,000, 0.75% of all assets under management from \$500,000 to \$1 million, 0.50% of all assets under management from \$1 million to \$5 million, and .25% for assets over \$5 million. The minimum annual fee for retaining a Client is \$500 (\$125/qtr). ADFP, at its sole discretion, may charge a lesser management fee, or reduce the minimum fee, based upon certain criteria. ADFP does not have a minimum on investable assets.

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Payment

Each Client has the option to have their fee debited directly from their investment accounts or pay by personal check. Please check the box that corresponds with your payment preference:

- I grant A.D. Financial Planning the right to withdraw my fees from my investment accounts.
- I prefer to pay by check.
- I agree to pay \$_____ as one-half of the hourly engagement agreed upon fee, with balance of actual fee due immediately upon presentation of recommendations. Prepayments will not exceed \$500 in fees per Client and 6 or more months in advance.

Signatures

I hereby agree to the terms and conditions of the Discretionary Investment Advisory Agreement:

_____	____/____/____	_____
Signature of Client	Date	Print Name

_____	____/____/____	_____
Signature of Client	Date	Print Name