



**FINANCIAL PLANNING
AGREEMENT**

THIS FINANCIAL PLANNING AGREEMENT (this “Agreement”) is made by and between the undersigned (the “Client”) and Values First Advisors, Inc. (the “Adviser”). The Client hereby retains the Adviser and the Adviser hereby agrees to prepare a financial plan (the “Financial Plan”) for the Client under the following terms and conditions:

1. Services and Fees.

(a) The Adviser will provide to the Client a single Financial Plan that may address one or more areas of the Client’s financial situation as set forth in the Areas of Service section on the signature page of this Agreement, as agreed by the Client and the Adviser.

(b) The fee for the Client’s Financial Plan is set forth on the signature page of this Agreement (the “Fee for Service”), and the full amount is payable upon signing this Agreement. The minimum Fee for Service will be \$950 for the first two Areas of Service (excluding estate planning) with an additional \$225 for each additional Area of Service, although the total Fee for Service might be more based on the anticipated complexity and/or time necessary to develop the Financial Plan. Payment of the Fee for Service may be made by check payable to Values First Advisors or, if applicable, by authorizing and instructing the Adviser to withdraw the fee from the Client’s account that is managed by the Adviser.

(c) The fee for any updates to the Financial Plan, if any, shall be as agreed between the Adviser and Client at the time of the update.

(d) The Adviser may contract with one or more third-parties to assist with the development of the Financial Plan, but the Adviser will remain ultimately responsible for reviewing the Financial Plan with the Client. In this event, it is the Adviser’s sole responsibility to pay for these expenses.

(e) The Adviser may recommend that the Client contracts with one or more third-parties. In this event, the Client acknowledges that expenses incurred by the use of third-parties (such as services provided by an accountant or estate attorney), each of which is the Client’s sole responsibility, are not covered by the Fee for Service due to the Adviser.

2. Recommendations. The initial and, if applicable, updates of, your Financial Plan shall include the Adviser’s recommendations to the Client regarding appropriate steps and strategies the Client should take to achieve the Client’s goals in areas designated by the Client and the Adviser. The Adviser’s recommendations will be based on the Adviser’s review of information provided by the Client regarding the Client’s financial needs and circumstances in the areas to be covered by the Financial Plan. The Client understands that the Client is solely responsible for determining whether to follow any advice given or recommendation made by the Adviser in the Financial Plan, and that the Client is solely responsible for implementing any action upon such advice. The Client agrees to notify the Adviser promptly of any material change in the information provided to the Adviser under this Section 2.

3. Acknowledgements by the Client. The Client hereby acknowledges and agrees to the following:

(a) The Client acknowledges receipt and review of the following before execution of this Agreement: (i) the Adviser's Client Relationship Summary under Form CRS; (ii) the Adviser's narrative brochure under Form ADV Part 2A and applicable supplement brochure under Form ADV Part 2B; and (iii) the Adviser's Privacy Policy Notice;

(b) The Adviser is not an attorney or an accountant and that in performing its obligations under this Agreement, the Adviser is not providing legal advice, legal services, accounting services, or tax advice to the Client;

(c) The Financial Plan will be based on the information that the Client provides to the Adviser, and the Client represents and warrants that such information is complete and accurate;

(d) The Adviser may provide services to other clients and receive fees for such services, and the advice given and the actions taken with respect to such clients and the Adviser's own financial plan may differ from advice given with respect to the Client;

(e) The information forming the basis of recommendations and decisions for the Financial Plan and the Financial Plan will be derived from sources which the Adviser believes are reliable, but the accuracy of such information cannot be guaranteed, and such information may or may have not been independently verified by the Adviser or persons acting on its behalf; and

(f) The Client represents that he or she is authorized and empowered to enter into this Agreement. If this Agreement is being signed on behalf of a corporation, partnership, trust or other business or legal entity, the Client represents that applicable law and governing documents authorize and permit this Agreement.

4. Assignment. This Agreement may not be assigned by the Adviser or the Client without the written consent of the other party.

5. Termination. This Agreement may be terminated by either party on ten (10) days' written notice to the other party. In the case of termination of this Agreement, the fees under this Agreement will be prorated based on the approximate percentage of the Adviser's work on the Financial Plan that is complete. If the Client is not satisfied with the Financial Plan, then the Client will be refunded the full amount of the Fee for Service paid to the Adviser under the terms of this Agreement if the Client provides to the Adviser a written request for such refund within twelve (12) months of the execution of this Agreement.

6. Limit of Liability. The Client agrees that the Adviser shall not be liable for any loss suffered by the Client arising out of any recommendation given by the Adviser pursuant to this Agreement; provided, however, that Adviser shall not be excluded from liability for losses occasioned by the Adviser's willful misfeasance, bad faith, or gross negligence in the performance of its duties hereunder. The Client further agrees that no third party shall be liable for any loss suffered by the Client arising out of any recommendation given by the Adviser pursuant to this Agreement. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and nothing in this Agreement shall constitute a waiver or limitation of any rights which the Client may have under applicable federal or state law.

7. Confidentiality; Disclosure of Client Information. Except as may be required by law, the Adviser will keep in confidence all personal and financial information the Client provides to the Adviser; provided, however, that Client authorizes the Adviser to make such information available to the

Adviser's employees, affiliates, and other non-affiliated third parties as the Adviser deems necessary or advisable in its sole discretion to assist the Adviser in providing to the Client the services hereunder (including, without limitation, financial planning, review and administration).

8. Communications and Electronic Delivery.

(a) Unless otherwise specified herein, all communications contemplated by this Agreement shall be deemed to be duly given when received (i) by the Client from the Adviser orally; (ii) in writing by the Adviser at the Adviser's address; (iii) when deposited by the Adviser and sent by first class mail addressed to the Client at the Client's address; (iv) when delivered to the Client at an e-mail address specified by the Client from time to time (the "Email Address"), or (v) by the Adviser posting the communication on a web site to which the Client has password access (the "Web Site"). If this Agreement has more than one signatory, then the Client understands and agrees that the Adviser may provide, receive and accept communications to and from any such signatory, and that in such a case the Adviser has no duty or obligation to verify such communications with any other signatory to the Agreement.

(b) Notwithstanding any other provisions of this Agreement, the Client hereby acknowledges and agrees that, consistent with Section 8(a) above, the Adviser may deliver communications and documents by electronic means rather than orally or by traditional mailing of paper copies. By consenting to the electronic delivery of all information relating to the Financial Plan, the Client acknowledges possessing the technical ability and resources to receive electronic delivery of documents through the Email Address or a Web Site, and authorizes the Adviser to deliver all communications by e-mail to the Email Address, or by posting the communication on the Web Site. The Client further agrees that the Adviser may provide in any electronic medium (including via Email Address delivery or posting on a Web Site) any recommendation, disclosure or document that is required by applicable securities laws or this Agreement to be provided by the Adviser, and that use of any one method permitted under this Agreement for communications with the Client shall be sufficient to satisfy any delivery requirement hereunder. The consent granted herein will last until revoked by the Client. In the event that no Email Address is provided to the Adviser by the Client, then the Client agrees that the Adviser may deliver communications and documents orally or by traditional mailing of paper copies.

9. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Adviser and the Client agree that any appropriate state or any Federal Court located in or with jurisdiction over Washington County, Tennessee shall have exclusive jurisdiction of any case or controversy arising under or in connection with this Agreement and shall be a proper forum in which to adjudicate such case of controversy. The parties hereto consent to the jurisdiction of such courts.

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

11. Entire Agreement. This Agreement represents our entire understanding 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.

12. Validity. If any part of this Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of this Agreement.

13. Amendments. This Agreement may not be amended unless the amendment is in writing and signed by the party or parties sought to be bound.

[SIGNATURE PAGE FOLLOWS]

