#### FINANCIAL PLANNING AGREEMENT

This financial planning ag undersigned party,	reement (the "Agreement") is made on this date:	between the
CLIENT(s):	whose mailing address is	

(hereinafter referred to as "you" or "your"), and New Dimensions Wealth Management, L.L.C., a registered investment adviser, whose mailing address is: 550 S. Watters Drive, Suite 242, Allen, Texas 75013. (hereinafter referred to as "us," "we," or "our").

We shall 1. Financial Planning Service(s). provide you with the specific financial planning and/or consulting services set forth on the attached Exhibit A ("Planning Services"). We shall discuss our recommendations, which may include topics such as insurance, taxes, retirement needs, investments, estate planning, etc. with you. Our recommendations may be implemented, at your sole discretion, with the professional adviser(s) of your choosing (including your broker, accountant, attorney, etc.). performing the Planning Services under this Agreement, we are neither your attorneys nor your accountants and no portion of the financial plan or any Planning Services rendered by us should be interpreted by you as legal or accounting advice. We recommend that you seek the advice of a qualified attorney and accountant.

Our Planning Services pursuant to this Agreement do not include investment supervisory or investment management services, nor the regular review or monitoring of your investment portfolio. In the event that you want us to provide ongoing investment monitoring and review services, such engagement shall be set forth in a separate written agreement between the parties, for which services we shall be paid a separate and additional fee.

Our fees for the Planning Services are set forth on Exhibit B (Fee Schedule) and may be negotiable. Delivery of a financial plan shall be completed no later than six months from engagement, assuming all relevant client information is provided in a timely manner. **90-Day retainer** - Our Financial Planning Services shall be completed 90 days following the presentation and delivery of your financial plan under this Agreement. Thereafter, subject to the termination provisions of Section 13, you may engage us to perform comprehensive wealth management services, which will include any necessary updates to the financial plan provided under this Agreement as well as investment

management services. Should you engage us for Wealth Management Services, an additional Agreement will be signed by both parties.

2. Scope of Engagement. You agree to provide us with any information and/or documentation we may request in furtherance of this Agreement regarding your income, investments, estate plan, tax-related information, financial needs, goals, and objectives, and to keep us informed of any changes thereto. You acknowledge that we cannot adequately perform the Planning Services for you unless you diligently perform your responsibilities under this Agreement in a timely manner. We shall not be required to verify any information obtained from you, your attorney, accountant or other professionals, and are expressly authorized to rely thereon. All such professionals are hereby given permission by you to provide us with information we may need. You are free at all times to accept or reject any recommendation from us, and you acknowledge that you have the sole authority with regard to the implementation, acceptance, or rejection of any recommendation or advice from us.

Our recommendations are based upon our professional judgment. We do not guarantee the results of any of our recommendations.

You are free to obtain legal, accounting, and brokerage services from any professional source to implement our recommendations. You retain absolute discretion over all implementation decisions.

Spouses will be given equal access to all information provided to us and all recommendations offered by us unless explicitly stated otherwise and confirmed in writing.

- **3.** Assignment. Neither party may assign this Agreement without the prior written consent of the other party.
- **4.** Confidentiality. Except as required by applicable law, rule or regulation, or in order to implement your investment objectives or perform the

Planning Services contemplated by this Agreement, both parties agree to treat information provided in connection with this Agreement as confidential.

- Receipt of Disclosures. Client acknowledges receipt of Part II of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Part 2A Appendix 1 of Form ADV, if the client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment adviser, then the client has the right to terminate the contract without penalty within five 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, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.
- 6. Client Conflicts. If this Agreement is with more than one client, our Planning Services shall be based upon the joint goals as communicated to us by you, collectively. We shall be permitted to rely upon instructions and/or information we receive from either party, unless and until such reliance is revoked in writing to us. We shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between you.
- 7. Arbitration. Subject to the conditions and exceptions noted below and to the extent not inconsistent with applicable law, in the event of any controversy, dispute or claim arising out of or relating to this Agreement, both parties agree to submit the dispute to arbitration before a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association then in effect. The prevailing party shall be entitled to reasonable attorneys' fees, costs, and expenses.

You understand that this agreement to arbitrate does not constitute a waiver of your right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.

- **8. Death or Disability.** If you are a natural person, your death, incapacity, disability or incompetence will not terminate or change the terms of this Agreement. However, your executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving us written notice.
- **9.** Client Representations. You represent that you have the full legal power and authority to enter into this Agreement and that the terms of this Agreement do not

violate any obligation to which you are bound, whether arising out of contract, operation of law, or otherwise. You maintain sole responsibility to notify us if there is any change in your financial situation or investment objectives.

- **10. Non-Exclusivity.** You acknowledge that the Planning Services provided to you under this Agreement are non-exclusive and will be offered on a continuing basis to others.
- 11. Entire Agreement. This Agreement and the Exhibits annexed hereto, which Exhibits incorporated herein by reference and made a part hereof, constitute the entire Agreement between the parties and supersedes all understandings, agreements (oral and written), or representations with respect to the subject matter hereof. This Agreement may only be amended, revised or modified by written agreement between the parties. Each party acknowledges that no representation, inducement or condition not set forth herein has been made or relied upon by either party. No failure by us to exercise any right, power, or privilege that we may have under this Agreement shall operate as a waiver thereof. Further, no waiver of any deviation from, or breach of, this Agreement by you shall be deemed to be a waiver of any subsequent deviation or breach.
- 12. Severability. If any provision of this Agreement is deemed to be invalid or unenforceable or is prohibited by the laws of the state or jurisdiction where it is to be performed, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative in such state or jurisdiction. The remaining provisions of this Agreement shall be valid and binding and of full force and effect as though such provision was not included.
- **13. Termination.** You shall have five (5) business days from the date of execution of this Agreement to terminate our Planning Services without penalty. This Agreement will continue in effect from the date set forth above and may be terminated at any time upon receipt of written notice to terminate by either party to the other, which written notice must be manually signed by the terminating party. Termination of this Agreement will not affect (a) the validity of any action previously taken by us under this Agreement; (b) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (c) your obligation to pay us fees that have already been earned under this Agreement. Upon the termination of this Agreement, we will not have any continuing obligation to take any action. If you terminate our Services, the balance (if any) of our unearned fees shall be refunded to you and the balance (if any) of our

earned fees shall be charged to you.

- 14. Notices. Any notice or correspondence required in connection with this Agreement will be deemed effective upon receipt if delivered to either party at their address listed above unless (a) either party has notified the other party of another address in writing or (b) you have consented in writing to receive such notice, correspondence, or other communication from us by electronic delivery (e.g., e-mail). All of your directions to us (including notices, instructions, and directions relating to changes in your investment objectives) shall be in writing. We shall be protected in relying upon any such direction, notice, or instruction until we have been advised in writing of changes therein.
- 15. Governing Law, Venue, and Jurisdiction. To the extent not inconsistent with federal law, this Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein or performance shall be governed or interpreted according to the laws of the State of Texas without regard to choice of law considerations except for the Section entitled Arbitration, which shall be governed by the Federal
- Arbitration Act. Any action, suit or proceeding arising out of, under or in connection with this Agreement seeking an injunction or not otherwise submitted to arbitration pursuant to this Agreement shall be brought and determined in the appropriate federal or state court in the State of Texas and in no other forum. The parties hereby irrevocably and unconditionally submit to the personal jurisdiction of such courts and agree to take any and all future action necessary to submit to the jurisdiction of such courts in any such suit, action or proceeding arising out of or relating to this Agreement.
- 16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual or facsimile signature.
- 17. Section or Paragraph Headings. Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or in part any of the terms or provisions of this Agreement.

By each party executing this Agreement they acknowledge and accept their respective rights, duties, and responsibilities hereunder. This Agreement is only effective upon our execution below. THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

Client Name & Dat	e
Client Name & Dat	e
New Dimensions W	Jealth Management IIC

We shall provide the following Planning Services for you (as indicated below) in accordance with the attached Financial Planning Agreement. Financial plans are priced according to the degree of complexity associated with the client's financial situation. Plan prices typically range between \$3,000 - \$5,000, although complex financial plans may exceed this range. A signed Financial Planning Agreement, along with a down payment of \$500, is required to engage the financial planning services of New Dimensions. The remaining financial planning fee is due when the client is satisfied with the final plan presented.

### ✓ Comprehensive Financial Planning

Financial Planning Services may include a review of all aspects of client's current financial situation, including, but not limited to the following components: retirement planning, education planning, cash management, risk management, insurance, goal setting, estate and charitable giving planning, tax planning, stock option analysis and capital needs planning.

o Limited Financial Planning (select areas)

Financial Planning Services will focus on certain components. Clients understand that when we are engaged to address only certain components, the client's overall financial and investment issues may not be taken into consideration.

- Retirement Planning
- Education Planning
- Cash Management
- o Risk Management
- Insurance
- Goal Setting
- o Estate and Charitable Giving Planning
- Tax Planning
- Stock Option analysis
- Capital Needs Planning
- Other (describe below)

Our fixed fee for the services as described above shall be <u>based on the attached fee schedule.</u> (Exhibit B) An initial payment of \$500 shall be due and payable upon the signing of this Agreement and the balance shall be due and payable upon presentation of your financial plan.

Please make check payable to: NEW DIMENSIONS WEALTH MANAGEMENT, L.L.C.

Exhibit B Fee Schedule

# **NEW DIMENSIONS**

# WEALTH MANAGEMENT, LLC

## FINANCIAL PLANNING FEE SCHEDULE

			Net Worth	excluding primary	home equity	
		\$0 to \$1,000,000	\$1,000,000 to \$2,000,000	\$2,000,000 to \$3,000,000	\$3,000,000 to \$4,000,000	Over \$4,000,000
Adjusted	\$100,000	\$3,000	\$3,250	\$3,500	\$3,750	\$4,000
Gross Income	\$200,000	\$3,250	\$3,500	\$3,750	\$4,000	\$4,250
(less than or equal)	\$300,000	\$3,500	\$3,750	\$4,000	\$4,250	\$4,500
or equal)	\$400,000	\$3,750	\$4,000	\$4,250	\$4,500	\$4,750
	\$500,000	\$4,000	\$4,250	\$4,500	\$4,750	\$5,000
			Plans outside t	he range will be pr	iced individually	

<sup>\*</sup> Please let us know if your Adjusted Gross Income was unusually high or low in the previous year. We can discuss a reasonable estimate for your plan fee calculation.

### Summary of our Digital Communication Policy:

As your financial planner we will periodically correspond with you regarding your financial plan and the information or documents relevant to your plan. Most of the time our correspondence will be through email.

As a firm, and individually, we are committed to maintaining the confidentiality, integrity and security of personal information of our clients. We consider customer privacy to be a fundamental part of our relationship. It is our policy to respect the privacy of current and former clients and to protect the personal information entrusted to us.

As such, we would like you to know the following regarding digital communication:

- 1. All sent and received emails are securely archived per regulatory requirements.
- 2. It is a firm policy to avoid emailing any non-public client information this includes account numbers, social security numbers, tax returns, and other documents with personal, non-public information.
- 3. We will periodically advise you of updates to our regulatory filings, privacy policies, and other required communication via email.
- 4. You may elect to receive updates via paper copies by opting out of email delivery. Please notify our office to make this change to your delivery option.

### Protect Your Privacy – Best Practices

- 1. Avoid sending personal private information via unsecured email. (i.e. Tax Returns, Account Numbers, Social Security Numbers, etc.). We recommend using password protected documents or a secured document sharing platform.
- 2. Check your personal credit report at least annually for unauthorized accounts or inconsistencies. <a href="https://www.annualcreditreport.com/index.action">https://www.annualcreditreport.com/index.action</a>
- 3. Monitor and be aware of unusual changes to your credit score.
- 4. Notify our office of any changes to your personal contact information as soon as possible.

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