

FINANCIAL PLANNING AGREEMENT

This Financial Planning Agreement (“Agreement”) is entered into by and between KMI Wealth & Tax Management (“KMI”) a registered investment adviser and (“Client”), whereby Client desires to receive financial planning services as outlined below.

1. SERVICES AND FEES

KMI provides personal financial plans consistent with a client’s financial status, investment objectives and tax status. KMI will obtain the necessary financial data from the Client to prepare the financial plan. The financial plan may include information regarding retirement planning, education planning, planning for major purchases, life and disability insurance needs, long-term care needs, and estate planning issues. Client will receive a written financial plan from KMI. The financial plan will not include information or analysis with respect to liability risks or tax planning.

Fees for the financial planning services referenced above are as stated on Schedule B attached hereto. Client may elect to pay the fee upon execution of this Agreement, upon delivery of the written financial plan, or a combination of upfront and arrears.

Client may choose to periodically update his/her personal financial plan through KMI. Such updates may be conducted at the election of the Client and a new agreement disclosing the services and fees will be required between KMI and the Client.

2. POTENTIAL CONFLICTS OF INTEREST

The financial plan may include generic recommendations as to general types of investment products or specific securities that may be appropriate for the Client to purchase given his/her financial situation and objectives. The Client is under no obligation to purchase such securities through KMI. However, if the Client desires to purchase securities or advisory services in order to implement his/her financial plan, KMI may make a variety of life insurance products and other services available. This may result in the payment of normal and customary commissions or advisory fees to KMI. To the extent that KMI recommends that the Client invest in such products and services that will result in compensation being paid to KMI, this presents a conflict of interest (companies include but are not limited to and may change without notice – Banner Life GE Capital, Lincoln Benefit). To help relieve areas that may represent potential conflicts of interest KMI is willing to forgo a portion of its fee for the financial plan, if the Client invests in products and services that result in compensation being paid to KMI.

3. CONFIDENTIALITY

None of the information and data that Client provides to KMI will be disclosed by KMI to any other non-related firm, person, or entity without prior consent of Client, unless such disclosure is required by law. Client acknowledges, understands and agrees that for our mutual protection, KMI will keep clear and specific notes of conversations and meetings. Client agrees not to record any telephone conversations without the express written authorization of KMI and the individual(s) engaged in the conversation.

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4. ASSIGNMENT/TERMINATION

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.

This Agreement may be terminated by any party effective upon receipt of written notice to the other parties ("Termination Date"). Client will be entitled to a refund of unearned fees, if any, based upon the time and effort completed prior to termination of the Agreement. The Agreement is terminated upon delivery of the plan. No refunds will be made after completion of the plan, except when the number of actual hours to complete the financial plan is less than the estimated number of hours quoted in Schedule A. Termination of the Agreement will not affect the liabilities or obligations of the parties for activities initiated prior to termination.

5. PRACTICE OF LAW AND ACCOUNTING

KMI is not licensed to engage in the practice of law and, consequently, will offer no legal advice when preparing the personal financial plan. None of the fees for service under this Agreement relates to legal services. If such services are necessary, it shall be the responsibility of the Client to obtain them.

6. SEVERABILITY

If any provision of this Agreement shall be held or made nonenforceable by a statute, rule, regulation, decision of a tribunal or otherwise, such provisions shall be automatically reformed and construed so as to be valid, operative and enforceable to the maximum extent permitted by law or equity while most nearly preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement and, to that extent, the provisions of this Agreement shall be deemed to be severable.

7. GOVERNING LAW

This Agreement shall be construed under the laws of the commonwealth of Ohio in a manner consistent with the Investment Advisors Act of 1940 and the rules and regulations of the Securities and Exchange Commission thereunder.

8. ARBITRATION

Client agrees to direct any complaints regarding the handling of Client's accounts to KMI in writing. Any dispute involving Client relating to this Agreement that cannot be settled shall be taken to arbitration as set forth below.

- Arbitration is final and binding on all parties.
- The parties waive their right to seek remedies in court, including the right to a jury trial.
- Pre-arbitration discovery is generally more limited than and different from court proceedings.
- The arbitrators' award is not required to include factual findings or legal reason and any party's right to appeal or to seek modification of rulings by the arbitrator is strictly limited.

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- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

Any controversy between KMI and Client arising out of our business or this Agreement shall be submitted to arbitration conducted before the National Association of Securities Dealers, Inc., in accordance with their rules. Arbitration must be commenced by service upon the other parties of a written demand for arbitration or a written notice of intention to arbitrate. The party seeking arbitration will elect the arbitration tribunal. 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 action who has not opted out of the class with respect of any claims encompassed by the putative class action until; (i) the class certification is denied; (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein. Attorney fees will be reimbursed by the party(s) involved in litigation with KMI, if KMI prevails.

9. RECEIPT OF KMI'S FORM ADV PART II

Client acknowledges receipt of KMI's Form ADV Part II as required by Rule 204-3 under the Advisers Act. Unless Client received said Form ADV Part II at least forty-eight (48) hours prior to execution of this Agreement, Client may cancel this Agreement within five (5) days of execution by giving written notice of cancellation to KMI. This Agreement will not take effect until at least forty-eight (48) hours after the Client has received KMI's Form ADV Part II and KMI has accepted this agreement.

10. FINANCIAL PLANNING PROFILE

The Financial Planning Profile (Schedule A), incorporated herein by reference and made part of this Agreement, must be completed in full by Client and Client, unless another Planning Profile is completed (i.e. CLS), hereby acknowledges the accuracy of its content. Client further acknowledges that KMI have the right to rely on this information.

In addition to the information provided in the Financial Planning Profile, the Client is responsible for supplying certain data to KMI to assist in the preparation of the financial plan. This data includes, but is not limited to; annual income, net worth, proposed retirement date and information regarding existing investments. Client acknowledges that he/she will verify the accuracy of this data, which will be included in the financial plan. In addition, certain other information such as rate of return assumptions, market value of existing investments and inflation rate assumptions, among others, will be considered in the preparation of the financial plan. Client acknowledges that he/she will review these assumptions and will advise KMI immediately if he/she does not concur with their use in the financial plan.

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11. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties with respect to the matter contained herein. The Agreement may be amended upon thirty (30) days notice to all parties.

12. NOTICES

All written notices to any party under this Agreement shall be sent to such party by first class mail, facsimile transmission or e-mail at the addresses set forth on Schedule A or such other address as such party may designate in writing to the other.

Client Signature Date

Client Signature Date

Advisor Signature Date

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13. PRIVACY POLICY

WHAT IS OUR COMMITMENT TO YOU?

KMI Financial Services, Inc. ("KMI") is committed to maintaining the trust and confidence of our clients. We want you to understand that we protect your privacy when we collect and use information about you, and the measures we take to safeguard that information. Keeping client information secure and private is a priority for us.

The following describes our Privacy Policy. Please take a moment to review it and feel free to contact us with any questions. Thank you for the trust you have placed in us. We look forward to working very hard to continue to earn your trust.

WHAT TYPE OF NON-PUBLIC PERSONAL INFORMATION DO WE COLLECT ABOUT YOU?

In the course of providing service to you, we collect nonpublic personal information about you from the following sources:

- Information from your Financial Planning Profile Schedule A and other standard forms (for example, name, address, social security number, assets, types and amounts of investments, transactions, and income);
- Information about your investment account transactions from Broker/Dealers and Third Party Money Managers, and other companies that work closely with us to provide you with diverse financial products and services (for example, your account balances, types and amount of investments)

HOW DO WE PROTECT THE CONFIDENTIALITY AND SECURITY OF YOUR NON-PUBLIC PERSONAL INFORMATION?

Keeping your information secure is one of our most important responsibilities. We restrict access to nonpublic personal information about you to those employees and agents who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

DO WE DISCLOSE TO ANY NON-AFFILIATED THIRD PARTIES YOUR NON-PUBLIC PERSONAL INFORMATION?

We do not sell, share or disclose your non-public information to non-affiliated third party marketing companies.

We may disclose nonpublic personal information about you under circumstances as permitted or required by law. These disclosures typically include information to process transactions on your behalf, to conduct our operations, to follow your instructions as you authorize, or to protect the security of our financial records.

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WHAT IS OUR POLICY RELATING TO FORMER CLIENTS?

If you decide to close your account(s) or become an inactive customer, we will adhere to the privacy policies and practices as described in this notice.

We reserve the right to change this policy at any time and you will be notified if any changes occur.

If you have any questions after reading this Privacy Policy, please contact us by writing to Privacy Management, c/o KMI Wealth & Tax Management info@kmiplanning.com

Schedule B of the Financial Planning Agreement

KMI WEALTH MANAGEMENT FEE SCHEDULE

ANNUAL FEE SCHEDULE FOR KMI ADVISORY SERV	
Portfolio Size	% of Portfolio
\$50,000 to \$499,999	0.90%
\$500,000 to \$999,999	0.85%
\$1,000,000 to \$1,999,999	0.80%
\$2,000,000 to \$2,999,999	0.70%
\$3,000,001 to \$4,500,000	0.60%
\$4,500,001 to \$7,000,000	0.50%
\$7,000,001 to \$10,000,000	0.25%
over \$10,000,000	0.15%

Effective 08/17/08

Hourly Fees are billed at \$150 per hour and are paid in full at the completion of the Financial Plan.

Fixed Fees are based per Financial Planning Job or Consulting Job based on extent of involvement and complexity and can range from \$500 to \$15,000.

KMI is A Registered Investment Advisory Firm in OH
www.kmiplanning.com

KMI - A Registered Investment Adviser

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