

FINANCIAL PLANNING & INVESTMENT MANAGEMENT AGREEMENT

1.0 Introduction

1.1 This Financial Planning & Investment Management Agreement (this "Agreement") is entered into by the following parties:

1.1.1 _____ ("Client"), with a notice address of _____ ;

1.1.2 Wayfinder Financial LLC ("Adviser"), an investment adviser registered or exempt from registration with the U.S. Securities and Exchange Commission (the "SEC") or applicable state regulatory authority(ies) with a notice address of 6519 Carrollton Ave, Indianapolis, IN 46220.

1.2 Client and Adviser are each referred to as a "Party," and collectively as the "Parties."

1.3 To the extent this Agreement is entered into between Adviser and more than one individual as listed in Section 1.1.1 (e.g., joint accountholders, spouses or domestic partners), such multiple individuals shall be referred to herein as a singular "Client" for simplicity and to reflect the fact that Adviser shall provide its services based on the joint and collective goals of such multiple individuals. In its sole discretion and without recourse from any individual listed above, Adviser shall be entitled to rely on information and instructions solely provided by any individual listed in Section 1.1.1 unless otherwise instructed in writing by all listed individuals.

1.4 This Agreement shall be effective as of the date last signed by a Party ("Effective Date").

1.5 Client desires to enter into this Agreement to receive certain financial planning and/or investment management services (the "Services") from Adviser, and Adviser desires to provide Client the Services as more fully described below.

2.0 Services, Responsibilities, and Limitations of Adviser

2.1 Adviser shall:

2.1.1 Provide Client with a regulatory disclosure "Brochure" at or prior to the time this Agreement is signed by Client. The Brochure is also referred to as Form ADV Part 2. If Adviser is currently or in the future becomes registered with the SEC, Adviser shall also include an ADV Part 3 (which is also known as the "Form CRS").

2.1.2 Provide Client with a notice regarding its privacy policies (the "Privacy Notice") at or prior to the time this Agreement is signed by Client.

2.1.3 Provide Client with disclosures for all recommendations that are subject to the Employee Retirement Income Security Act of 1974 ("ERISA"), including but not limited to the disclosures required by ERISA Regulation Section 2550.408b-2(c). These are also referred to as the ERISA disclosures, and may be included as part of Adviser's Brochure or this Agreement.

2.2 Financial Planning Services

2.2.1 Adviser shall assess Client's financial condition, cash flow, goals, risk tolerance, future income needs, liquidity requirements, investment time horizon, and other information that is relevant to Client's financial life. This information will be used to deliver analyses and recommendations with respect to the following topics as

mutually agreed between Adviser and Client:

Financial Planning Services		
<input type="checkbox"/> Retirement	<input type="checkbox"/> Education savings	<input type="checkbox"/> Cash flow management
<input type="checkbox"/> Debt reduction	<input type="checkbox"/> Employee benefits	<input type="checkbox"/> Estate planning
<input type="checkbox"/> Insurance	<input type="checkbox"/> Investments	<input type="checkbox"/> Risk mitigation
<input type="checkbox"/> Tax planning	<input type="checkbox"/> Financial goal tracking	<input type="checkbox"/> Business planning
<input type="checkbox"/> Other: _____		

Delivery of Financial Planning Services

- One-time financial plan delivery
- Ongoing analyses & recommendations

2.2.2 Upon the completion of Adviser’s initial analyses, Adviser shall deliver a financial plan to Client, discuss the actions Client should take to implement Adviser’s recommendations, and answer Client’s questions regarding the analyses and recommendations. If Client has solely elected to receive a one-time financial plan, the delivery of Financial Planning Services by Adviser shall thereafter be considered complete.

2.2.3 If Client has elected to receive ongoing analyses and recommendations from Adviser, the Parties shall continue to work together until this Agreement is terminated pursuant to the provisions described below. Ongoing analyses and recommendations delivered by Adviser are designed to keep Client on track to achieve Client’s financial goals, and Adviser shall remain available to answer Client’s questions that may arise from time to time. Adviser shall also monitor and update Client’s financial plan as necessary based on changes to Client’s financial life, shall advise Client of changes needed to the financial plan, and shall make itself available to meet with Client no less frequently than quarterly to undertake a comprehensive review of Client’s then-current financial situation.

2.2.4 When providing Financial Planning Services, Adviser shall not be responsible for the actual implementation of its recommendations. The responsibility to implement Adviser’s recommendations shall rest solely with Client, and Client may accept or reject Adviser’s recommendations in its sole and absolute discretion. If Client elects to act on any such recommendations, Client is under no obligation to effect the transaction through Adviser or any of its investment adviser representatives (“IARs”).

2.2.5 If Client desires to receive Financial Planning Services as described above, it shall indicate its acceptance by initialing below:

_____ / _____

2.3 Investment Management Services

2.3.1 Adviser shall assess Client’s financial condition, cash flow, goals, risk tolerance, future income needs, liquidity requirements, investment time horizon, investment restrictions (if any), and other information that is relevant to Client’s financial life. This information will be used to regularly and continuously manage one or more of Client’s brokerage accounts maintained at an independent and unaffiliated third-party custodial broker-dealer (the “Qualified Custodian”).

2.3.2 Adviser shall manage Client's account(s) on either a discretionary or non-discretionary basis as elected by Client below. If Adviser is engaged to manage Client's account(s) on a discretionary basis, Client authorizes Adviser to be Client's agent and limited attorney-in-fact, and to take all other actions necessary or incidental to execute trading instructions in Client's account(s). This includes the discretionary authority to buy, sell, and otherwise transact securities and investment products in Client's account(s) without consulting Client in advance. If Adviser is engaged to manage Client's account(s) on a non-discretionary basis, Adviser shall only buy, sell, and otherwise transact securities and investment products in Client's account(s) after consultation with Client.

Discretionary management Non-discretionary management

2.3.3 Adviser is authorized to provide instructions to the Qualified Custodian, and to take all other actions necessary or incidental to execute such instructions. Adviser will not be authorized to withdraw cash, securities or other assets from Client's account(s) without the signed written consent of Client, except as otherwise stated in this Agreement or as permitted pursuant to custody rules then in effect.

2.3.4 Though Adviser may recommend or require that Client's account(s) be maintained at one or more Qualified Custodian(s), and Adviser may assist Client with opening one or more account(s) at such Qualified Custodian(s), Client remains ultimate responsibility for opening and/or maintaining Client's account(s) at its selected Qualified Custodian(s). Adviser shall not seek better execution services or prices from custodial broker-dealers other than the Qualified Custodian(s) selected by Client.

2.3.5 The Qualified Custodian shall send confirmations and monthly or quarterly account statements to Client with a copy to Adviser. Such statements shall, at a minimum, include identification of the amount of funds and each security in the Client's account(s) at the end of the statement period and set forth all of the activity in the account(s) during the period. It is highly recommended that Client review the account(s) statements provided by the Qualified Custodian and compare them against any supplementary reports provided by Adviser or another third-party. Should Client notice any discrepancies, fail to receive timely statements or have any questions, Client should contact Adviser immediately.

2.3.6 If Client desires to receive Investment Management Services as described above, it shall indicate its acceptance by initialing below:

_____ / _____

2.4 Adviser shall not provide legal or accounting advice under the terms of this Agreement.

2.5 Adviser shall not advise on or vote proxies for securities held in Client's account(s), and shall not advise on any elections related to legal proceedings, including but not necessarily limited to bankruptcies or class actions.

2.6 To the extent Adviser renders the Services with respect to assets of the Client held in an account that is part of an employee benefit plan described in section 3(3) of ERISA, held in an account that is part of any other plan described in Section 4975(e)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), or held in an individual retirement account or other account described in Code Sections 4975(e)(1)(B) through (F), the following provisions shall apply:

- 2.6.1 The Services are authorized by the governing documents of the plan or account described above;
- 2.6.2 Adviser shall not act as or assume the responsibilities of a plan or account trustee, administrator, or recordkeeper; and
- 2.6.3 Adviser shall not have any discretion to interpret the plan or its governing documents, or to determine eligibility to participate in the plan or account.

3.0 Responsibilities, Authorizations, and Representations of Client

- 3.1 Client shall provide Adviser with complete, current, and accurate information as requested by Adviser, with the understanding that Adviser will rely on information supplied by Client without independent verification.
- 3.2 Client shall carefully review Adviser's Brochure and Privacy Notice, as well as the ERISA disclosures and Form CRS, if applicable. Client hereby acknowledges timely receipt of Adviser's Brochure and Privacy Notice, as well as the ERISA disclosures and Form CRS, if applicable.
- 3.3 Client further acknowledges and understands that he or she will receive and is responsible for reviewing applicable disclosure documents sent directly from the Qualified Custodian or other investment product sponsors, depending on the particular types of investments held in Client's account(s).
- 3.4 Client represents that he or she is of legal age. If Client is a corporation, partnership, limited liability company, trust or other organization, the individual(s) signing this Agreement further represents that this Agreement has been duly authorized by the appropriate corporate or other action and is binding in accordance with its terms.
- 3.5 Client consents to receive all notices, disclosure documents, reports, and other communications (collectively "Communications") from Adviser electronically instead of in paper form. Client may withdraw his or her consent to electronic delivery of Communications in writing at any time. Each Party represents that it has all necessary hardware, software and connectivity for access to Communications made via email, public websites, secure online vaults or portals, and hyperlinked documents in Portable Document Format (.pdf).
- 3.6 Client shall inform Adviser in writing of any practicable restrictions to be imposed on securities or other investment products to be held in Client's account(s), and may do so at any time. Adviser reserves the right to accept or reject Client's restrictions based on their reasonableness and Adviser's ability to implement such restrictions in the rendering of the Services.
- 3.7 Client expressly grants Adviser permission to report to a state securities regulator and/or state adult protective services any incident in which Adviser has a reasonable belief that financial exploitation of Client has been attempted or has occurred. Subject to applicable state laws, rules and regulations, Client further understands and agrees that Adviser may impose an initial delay of disbursements from Client's account(s) if Adviser has a reasonable belief that financial exploitation of Client has been attempted or has occurred. The delay might be extended at the request of either an authorized state securities regulator or state adult protective services. In an effort to protect Client's best interests in the event of attempted or actual financial exploitation, diminished capacity, disability, or other reasons permitted by applicable rules, Client may designate one or more "Trusted Contacts" on a form separately provided by Adviser and/or the Qualified Custodian.

4.0 Fees and Expenses

4.1 Client understands and acknowledges that Client will pay certain fees to Adviser, which are described in Exhibit A and are incorporated as part of this Agreement. Client will also incur fees and expenses from other independent and unaffiliated third-parties, such as transaction fees, inactivity fees, check-writing fees, product fees and expenses, early redemption fees, certain deferred sales charges on previously-purchased mutual funds, margin fees, charges or interest and IRA and qualified retirement plan fees. Lower fees for comparable services may be available from other sources.

5.0 Risks, Conflicts, and Limitation of Liability

5.1 Client understands and acknowledges that there are risks inherent in every investment and that these risks will vary from one asset class to another. Some investments may result in profits and other investments in losses. Past performance does not guarantee future returns, and Adviser does not guarantee any performance whatsoever based upon its recommendations or decisions. Financial planning and investment management recommendations and decisions made by Adviser are subject to various market, currency, economic, political and business risks, and financial planning and investment decisions and recommendations will not always be profitable. The risks associated with investment performance shall be borne solely by Client.

5.2 Client understands and acknowledges that there are certain conflicts of interest that exist with respect to Adviser. Such conflicts of interest are described in the Brochure of Adviser, which Client acknowledges he or she has received at or prior to the time of signing this Agreement. Client shall take time to review such Brochure to understand the conflicts of interest that exist and shall inquire with Adviser if Client has any questions or concerns. By signing this Agreement, Client hereby understands such conflicts of interest.

5.3 Adviser shall not accept the legal status of investment adviser or fiduciary for any of Client's assets that are outside the terms of this Agreement, for independent investment decisions made with respect to Client's account(s), or for account(s) or assets that are otherwise not analyzed or managed by Adviser.

5.4 Client understands and acknowledges that Adviser shall base its financial planning recommendations, investment management decisions and recommendations, and other actions on information provided by Client. Adviser shall not be liable for any misstatement or omission by Client, and Adviser shall be entitled to reasonable reliance on information provided by Client without independent verification.

5.5 Client understands and acknowledges that Adviser shall not be liable for Client's failure to inform Adviser in a timely manner of any material change to his or her financial circumstances that may affect Adviser's financial planning and/or investment management recommendations and decisions.

5.6 Except as may otherwise be provided by law, Adviser shall not be liable to Client for (i) any loss that Client may suffer by reason of any financial planning recommendation, investment management decision or recommendation, or other action taken or omitted by Adviser, except where such loss directly results from gross negligence or willful misconduct by Adviser or as is otherwise required by federal or state law; or (ii) any loss arising from Adviser's adherence to Client's instructions. Client understands and agrees that in the event the Adviser is liable for a Client's loss, Adviser shall not be liable for any special, punitive, exemplary, extraordinary, or consequential damages related to such loss. State and federal securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which Client may have under any state or federal securities laws.

6.0 Dispute Resolution

- 6.1 If a dispute, controversy or claim arises among the Parties or any of their respective affiliates, the Parties shall first attempt to resolve the matter in good faith among themselves. If such efforts are unsuccessful, the Parties shall next submit the matter to any mutually agreed-to mediation service for mediation in Indianapolis, Indiana, the costs of which shall be borne equally among the Parties.
- 6.2 All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- 6.3 If the Parties cannot resolve the dispute, controversy or claim for any reason after mediation, or the Parties cannot agree to a mediation service, the Parties shall submit the matter for resolution pursuant to binding arbitration in Indianapolis, Indiana. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then applying. The arbitrator(s) shall have no authority to award special, punitive, exemplary, extraordinary, or consequential damages. Judgment on the award rendered by the arbitrator(s) shall be final and binding, and may be entered in any court having jurisdiction thereof. The Parties understand that they are waiving their respective rights to seek remedies in court, including the right to a jury trial. This paragraph does not constitute a waiver of any right provided by the Investment Advisers Act of 1940 or other applicable federal or state securities laws. Client understands and acknowledges that he or she has had a reasonable opportunity to review and consider this arbitration provision prior to signing this Agreement.

7.0 Miscellaneous

- 7.1 This Agreement may not be assigned by Adviser without the prior consent of Client. Client understands that consent is provided either by Client's affirmative action or failure to object within thirty (30) days after receiving notice of the assignment or transfer.
- 7.2 This Agreement, including any Exhibits, may be amended, modified, rescinded or supplemented by Adviser upon not less than thirty (30) days' written notice to Client, at which point Client will be deemed to have consented to the continuation of the Agreement as amended, modified, rescinded or supplemented by Adviser.
- 7.3 Either Party may terminate this Agreement upon written notice to the other Party. Client shall be entitled to a pro rata refund of any pre-paid but unearned fees based upon the number of days in the applicable billing period before termination. Adviser shall be entitled to a pro rata amount of any earned but unpaid fees based upon the number of days in the applicable billing period before termination. This Agreement shall not automatically terminate in the event of Client's death or disability, and instead shall be given full force and effect to the extent permitted by law until such time as Adviser has received instructions to the contrary from Client's duly-appointed legal representative.
- 7.4 This Agreement, including any Exhibits, is governed by and construed in accordance with the laws of the State of Indiana without regard to the conflict of laws provisions thereof, provided that neither the Agreement nor any provision herein shall be construed or otherwise interpreted in any manner inconsistent with the Investment Advisers Act of 1940 or ERISA (if applicable).

- 7.5 If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such term or provision shall be automatically reformed and construed so as to be valid, operative, and enforceable while preserving its original intent. Such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 7.6 This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- 7.7 Each Party shall deliver all notices under this Agreement in writing and addressed to the other Party at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving Party from time to time in accordance with this paragraph). Each Party shall deliver all notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the notice has complied with the requirements of this paragraph. Each Party represents that it has all necessary hardware, software and connectivity for access to notices made via email.
- 7.8 Each Party agrees that the electronic signatures of the Parties included in this Agreement, whether digital or encrypted, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures.

8.0 Signatures

Client Signature

Client Signature

Client Printed Name

Client Printed Name

Date

Date

Wayfinder Financial LLC

Signature

Printed Name

Title

Date

**EXHIBIT A
FEES**

In consideration for Adviser's provision of the Financial Planning and Investment Management Services described in this Agreement, Adviser shall be compensated by Client based on Client's "Net Worth". For purposes of calculating the fees described herein, "Net Worth" shall be defined be Client's aggregate gross assets less Client's aggregate gross liabilities. For the avoidance of doubt and by way of example, Client's gross assets shall include the current market value of Client's primary residence and other real estate, motor vehicles, and other tangible or intangible personal property (such as jewelry, artwork, collectables, or intellectual property) that individually or in the aggregate are valued at more than \$5,000. Based on Client's Net Worth, Client shall be charged a corresponding annual fee, payable monthly (each corresponding annual fee being referred to as a "Fee Tier").

As of the date of this Agreement, Client's Net Worth is agreed by both Client and Adviser to be:

\$ _____

Client's Net Worth	Annual Fee
\$0 - \$500,000	\$3,708
\$500,001 - \$1,250,000	\$5,562
\$1,250,001 - \$2,000,000	\$7,725
\$2,000,001 - \$3,000,000	\$9,600
\$3,000,001 - \$4,000,000	\$12,000
\$4,000,001 - \$5,000,000	\$14,400
\$5,000,001 - \$6,000,000	\$16,800
\$6,000,001 - \$7,000,000	\$19,200
\$7,000,001 - \$8,000,000	\$21,600
\$8,000,001 - \$9,000,000	\$24,000
\$9,000,001 - \$10,000,000	\$26,400
\$10,000,001 - \$12,500,000	\$29,000
\$12,500,001 - \$15,000,000	\$32,000
Above \$15,000,000	Negotiable

Initial fees are prorated based on the number of days that Adviser rendered the Services during the initial billing period, and payable monthly in arrears thereafter. Fees shall be automatically deducted from Client's account(s).

Client's Net Worth shall be reassessed no less frequently than once per calendar year on or about the first day of January (the "Annual Reassessment"), with the understanding that more frequent reassessments may be initiated by Adviser at any point throughout a given calendar year if Client experiences a significant financial event that causes Client's Net Worth to increase by more than \$100,000 (an "Event-Driven Reassessment").

At the time of each Annual Reassessment, Client's Net Worth (and Fee Tier) may be increased or decreased. However, the Fee Tier may only be decreased if Client's Net Worth has decreased by more than 30% and Client's applicable Fee Tier has changed.

At each Event-Driven Reassessment and Annual Reassessment, Client and Adviser shall agree to the then-current Net Worth and applicable Fee Tier in writing. However, regardless of Client's Net Worth or applicable Fee Tier, the fees payable by Client shall automatically increase by at least 3% effective the first day of February each calendar year (the "Annual Adjustment Amount"). If the Annual Adjustment Amount is more than 3%, Adviser shall provide Client at least thirty (30) days' advance written notice of such Annual Adjustment Amount before its effectiveness.

If, within six months from the Effective Date of this Agreement, Client notifies Adviser in writing of Client's dissatisfaction with the Services and the termination of this Agreement, Adviser shall issue Client a refund equal to the total amount of fees paid by Client to Adviser before the date of termination.