

NEW CAPITAL MANAGEMENT, LP

Registered Investment Advisor

FINANCIAL PLANNING AGREEMENT

This Financial Planning Agreement ("Agreement") specifies the terms and conditions between **New Capital Management LP** ("Advisor"), a Texas limited partnership with offices at 4119 Montrose Boulevard, Suite 400, Houston, TX, 77006, and _____ ("Client"), whose mailing address is _____. By completing and signing this Agreement, Advisor and Client agree to its terms.

1. Advisor Services and Scope of Engagement. Advisor shall provide Client with **Financial Planning Services** ("Services") and a Financial Plan ("Plan") with respect to the specific assets and accounts ("Assets" or "Accounts") and personal and financial goals ("Goals") that Client describes to Advisor in the course of three core meetings named *Discovery, Planning, and Investments*.

Advisor will discuss recommendations with Client, which may include, but are not limited to, pertinent topics such as insurance, tax, cash flows, employment, career, retirement, investments, business, real estate, education, estate planning, etc. Advisor's recommendations may be implemented, at Client's sole discretion, with the professional consultants of its choosing (including a broker, accountant, attorney, etc.).

Client may decide to elect annual updates to the Financial Planning Services on an ongoing basis including online access to its Plan.

Services under this Agreement do not include investment management services, nor the regular review or monitoring of Client's investment portfolio. If, after completing the Services, you want us to provide investment management services, such engagement will be set forth in a separate *Investment Management Agreement*. Be advised that a conflict of interest may exist if Advisor recommends its own investment management services to implement its financial planning recommendations.

2. Standard of Care. Advisor acts as a fiduciary for the benefit of Client. The sole standard of care imposed on Advisor, its members, principals, officers, employees, and agents by this Agreement is to act with the care, prudence, and diligence under the circumstances then prevailing that a prudent investor acting in a like capacity would use. Advisor will act using its best judgment, in good faith, with candor, and in the best interests of the Client in rendering services. Advisor will be under no obligation to take actions requested by Client if Advisor believes those actions to be predominantly contrary to Client's best interests. Advisor shall provide written disclosure to Client throughout the term of the engagement, of any conflicts of interest, which will or reasonably may compromise the impartiality or independence of Advisor. Advisor, or any party in which the advisor has a financial interest, does not receive any compensation or other remuneration that is contingent on Client's purchase or sale of a financial product. Advisor does not receive a fee or other compensation from another party based on the referral of a client or the client's business.

3. Liability Disclaimer and Indemnification. Client recognizes that recommendations made by Advisor are professional opinions and are derived from trusted sources, systems, and information believed to be reliable, but which Advisor cannot warrant as to accuracy. Client agrees that Advisor shall not assume responsibility other than to render Advisor's services. Recommendations developed by Advisor are based on professional training, experience, and judgment. In many cases, assumptions must be made in areas such as future inflation rates, interest rates, and expected investment returns. Although every reasonable effort will be made to make the most reasonable assumptions, actual events are highly unlikely to follow as assumed and the resulting Plan should be interpreted as an illustration only.

Nothing herein shall be deemed to protect Advisor against any liability to the Client in which Advisor would otherwise be subject by reason of malfeasance or negligence in the performance of Advisor's duty or by reason of Advisor's violation of

applicable law or of disregard of Advisor's obligation and duties hereunder. It is further understood that neither Advisor nor any of its employees are qualified to render legal services or prepare legal documents.

Advisor does not warrant or guarantee any level of accuracy or results from its Services and Plans. Client acknowledges that Client is assuming the market risk involved in any investment of Account assets in accordance with a Plan, and investments in stocks, bonds, mutual funds, etc., will fluctuate in value and the possibility of principal loss exists. Client holds Advisor harmless for results emanating from:

- (1) Conditions and events beyond its control such as war, strikes, natural disasters, government restrictions, general market fluctuations, tax law changes, business cycles, pandemics, and widespread communications disruptions.
- (2) Other Client personal factors such as Client employment status, family circumstances, and income changes that may affect Plan results.
- (3) Actions or decisions of other Client advisors.
- (4) Following Client's instructions or using inaccurate, outdated, or incomplete information provided by Client.

4. Client Representations. Client represents that they have the full legal power and authority to enter into this Agreement and that the terms of this Agreement do not violate any obligation or duty to which they are bound, whether arising out of contract, operation of law or otherwise. If Client is an entity (e.g., corporation, partnership, limited liability company or trust), they represent that this Agreement has been duly authorized by the appropriate corporate or other action and, when so executed and delivered, shall be binding in accordance with its terms.

5. Client Conflicts. If this Agreement is with more than one Client, the objectives for the Plan shall be based upon the mutual goals communicated to Advisor by the joint-clients, collectively.

6. Account Data. Client authorizes Advisor to transfer Client personal and financial data into systems vital to the fulfillment of Advisor's planning services including but not limited to client relationship management systems, portfolio analytics systems, data aggregation systems, financial planning systems, and investment policy statement generation systems.

7. Confidentiality. All information given by Client to Advisor and all recommendations and advice rendered by Advisor to Client will be kept confidential and will not be disclosed to anyone except those third-parties authorized by Client or as may be required by any governing law.

8. Communication Authorization. Client authorizes Advisor to communicate as necessary with Client's third-party professional advisors such as Client's attorney, CPA and insurance representatives for information required for the financial planning process.

9. Regulation. Advisor is a Registered Investment Advisor with the US Securities and Exchange Commission under the Investment Advisor's Act of 1940. Nothing in this Agreement will waive or limit any rights that Client may have under federal and state securities law. Advisor also complies with state regulations where Advisor conducts investment management services.

10. Tax and Legal Compliance. Client acknowledges that Advisor does not provide legal advice or prepare legal documents. It is further understood by Client that Advisor does not prepare or amend tax returns of any kind including income, gift or estate tax returns. Client acknowledges it is the Client's responsibility to consult with other Advisors such as an attorney or CPA for such services.

11. Consent to Electronic Delivery of Documents. Client hereby acknowledges and agrees to Advisor delivering communications and documents ("Client Communications") by electronic means rather than traditional mailing of paper copies. By consenting to electronic delivery of Client Communications, Client authorizes Advisor to deliver Client Communications by email at the email address specified by Client, and through reporting systems provided to Client by Advisor. Client acknowledges possessing the technical ability and resources to receive electronic delivery of documents. Client further consents that Advisor may provide in any electronic medium (including email) any disclosure or document

that is required by applicable securities laws to be provided by Advisor. Client agrees to contact Advisor should there be a discrepancy as to the contents therein. The consent granted herein will last until revoked in writing and signed by Client. Client agrees to hold Advisor free from any damages related to or arising from the delivery of Client Communications via email.

12. Fees. Client will pay Advisor's initial Plan development fee for Services of \$2500.00. If Client, within 30 days of completion of the initial Plan development Services, retains Advisor's Investment Management Services, Advisor will credit this Financial Planning Services fee to subsequent Investment Management fees. If Client does not decide to retain Investment Management Services, Client may instead elect to a) annually update its Financial Plan with Advisor's assistance and b) maintain online self-service Plan access for \$1500.00 per year.

13. General Provision. The Agreement is governed by the laws of the State of Texas. Should any section, paragraph or provision of the Agreement prove invalid or unenforceable, this will not affect the balance of the Agreement. The Agreement, plus any addendum attached and initialed, constitutes the entire Agreement between Advisor and Client, and supersedes all prior written or oral negotiations and agreements, or representations with respect to the subject matter hereof. Each party acknowledges that no representation, inducement or condition not set forth herein has been made or relied upon by either party. This Agreement may only be amended, revised, or modified with Advisor's written consent. Advisor shall have the right to amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Any such amendment shall be effective thirty (30) days after Advisor has notified the Client in writing of any change or such later date as is established by Advisor.

14. Term of Agreement. The Agreement term shall commence on date of signing and run for a period of one year. On the anniversary of the Agreement, the Agreement shall be automatically renewed for one (1) year terms.

15. Dispute Resolution. If a dispute arises which is in any way related to this Agreement or any other agreement between Advisor and Client ("Parties"), and the dispute cannot be resolved by negotiation, the Parties agree to try in good faith to resolve the dispute in a mediation administered by the American Arbitration Association before resorting to arbitration. The Parties agree that any dispute or controversy between them that is in any way related to this Agreement or any other agreement between them that cannot be resolved through negotiation and/or mediation shall then be resolved through arbitration. Either mediation or arbitration shall be conducted in Houston, Texas. The prevailing Party shall be entitled to reasonable attorneys' fees, costs and expenses. Either Party may commence arbitration proceedings after giving the other Party notice thereof and proceeding thereafter under the Securities Arbitration Rules of the American Arbitration Association then in effect. The arbitration panel shall consist of at least three individuals, with at least one panelist having knowledge of investment advisory practices. The Parties agree that the award of the arbitrators will be final and binding, and judgment upon the award rendered may be entered into any court, state or federal, having jurisdiction. In agreeing to arbitration, Client understands: (a) the Parties are waiving their right to seek remedies in court, including the right to jury trial, except to the extent such a waiver would violate applicable law; (b) pre-arbitration discovery is generally more limited than, and different from, court proceedings; (c) the arbitrators' award is not required to include findings of fact or legal reasoning and any Party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited. This pre-dispute arbitration agreement shall survive the termination of this Agreement.

This agreement to arbitrate does not entitle the Client to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a court of competent jurisdiction. If at the time a demand for arbitration is made or an election or notice of intention to arbitrate is served, the claims sought to be arbitrated would have been barred by the relevant statute of limitations or other time bar, any party of this agreement may assert the limitations as a bar to the arbitration by applying to any court of competent jurisdiction, and the Client expressly agrees that any issues relating to the application of a statute of limitations or other time bar, are referable to such a court. The failure to assert such bar by application to a court, however, shall not preclude its assertion before the arbitrators.

16. Waiver. No failure by Advisor to exercise any right, power, or privilege that Advisor may have under this Agreement shall operate as a waiver thereof. Further, no waiver of any deviation from, or breach of, this Agreement by Client shall be deemed to be a waiver of any subsequent deviation or breach.

17. Assignment. Neither party may assign the Agreement without the other party’s consent. Both parties acknowledge and agree that transactions that do not result in a change of actual control or management shall not be considered an assignment. Advisor may maintain contingent Succession Agreements with other firms under which they may assume responsibility for New Capital’s clients and their accounts in the event of the death or disability of New Capital’s principal(s). Client shall execute a separate Consent to Assignment of this Agreement for the purpose of including Client in any such contingent Succession Agreements.

18. Receipt of Disclosures. Client acknowledges receipt of Advisor’s Privacy Policy Notice.

19. Change in Partnership. Advisor will notify Client of any change in the membership of its partnership within a reasonable period of time, not to exceed one month, after such change.

20. Termination. Either party may terminate this Agreement at any time upon written notification by the other at the address of record of Advisor or Client. Termination of this Agreement will not affect (a) the validity of any action previously taken by Advisor under this Agreement; (b) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (c) Client’s obligation to pay advisor fees (prorated through the date of termination).

21. 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.

22. Signature Authorizations and Instructions

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

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. Client acknowledges that the Agreement has been read, understood and agreed to as evidenced by the Client signature(s) below:

X _____ Date: ____ / ____ / ____ X _____ Date: ____ / ____ / ____
Client **Advisor**

X _____ Date: ____ / ____ / ____
Client

NEW CAPITAL

Our Privacy Policy

In providing financial services and products to you, New Capital Management collects certain non-public personal information about you. Our policy is to strictly safeguard and keep confidential this information, and to use or disclose it only as necessary to provide our services or products to you, or as permitted or required by law. Our privacy policy applies equally to our clients, prospective clients, and former clients. Your privacy, our professional ethics, and the ability to provide you with quality financial services are all vitally important to us.

INFORMATION WE COLLECT. “Nonpublic personal information” is personally identifiable financial information about you as an individual or your family that is provided to us by you or obtained by us with your authorization. The nonpublic personal information we collect includes the information you give us when you first meet with us or open an account with us, and includes information such as your name, address, telephone number, your employment, family, and personal financial situation, your financial details, your background and personal history, and your investment objectives. We also have information about your investment account assets and transactions, including your holdings and transactions in fund shares, the brokerage and custodial arrangements for your account, and your relationship with New Capital Management.

INFORMATION WE DISCLOSE. We do not disclose any non-public personal information obtained in the course of our practice except as required or permitted by law (for example, by our primary regulator the US Securities & Exchange Commission). Permitted disclosures also include providing information to our staff, and in limited situations, to unrelated third parties who need to know that information to assist us in providing services to you (for example, an estate attorney or insurance agent working on your behalf). Permitted disclosures also include our data entry and data transfers into third party systems for the fulfillment of our services including but not limited to client relationship management systems, portfolio analytics systems, data aggregation systems, financial planning systems, and investment policy statement generation systems. In all such situations, we stress the confidential nature of information being shared and rely on service providers whom we believe to be qualified based on our knowledge of them.

HOW WE SAFEGUARD YOUR INFORMATION. We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. We limit access to your nonpublic personal information to those persons who need to know it or who are permitted by law to receive it. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

WHEN WE WILL NOTIFY YOU. If you are a current client, we will provide an annual Privacy Policy notice to you. If you no longer have a client relationship with us, we will continue to follow our Privacy Policy and practices, but you will not receive future notices from us.

CHANGE IN PRIVACY POLICY. We reserve the right to modify or supplement our Privacy Policy at any time. If we make material changes, we will provide current clients with a revised notice that describes our new practices.

If you have any questions regarding our Privacy Policy, please contact our office:

4119 Montrose Blvd., Suite 400, Houston, TX 77006
Phone (800) 724-9866 Fax (888) 220-8580