

FINANCIAL PLANNING SERVICES AGREEMENT

This Financial Planning Agreement ("Agreement") is entered into this _____ day of _____, 2011 by and between Guidance Financial Consultants, Inc., ("Adviser"), a Registered Investment Adviser, and _____, ("Client"). Client desires to engage the Adviser for the purpose of obtaining personalized Financial Planning services, a description of said services being set forth more fully herein.

WITNESSETH

WHEREAS, Adviser is a registered Investment Adviser; and

WHEREAS, Adviser is engaged in the business of providing advice on financial matters to the public; and

WHEREAS, Client desires to retain Adviser for the purpose of obtaining personalized financial planning advice on related financial matters;

NOW, THEREFORE, in consideration of the mutual promises contained herein, Adviser and Client agree as follows:

1. FINANCIAL PLANNING SERVICES

Client hereby agrees to furnish Adviser with current and accurate information regarding Client's investments and financial situation, as well as any and all related documents which Adviser requests. Adviser shall review and analyze all information and documents provided by client with regard to such issues as ownership of assets, insurance and tax planning considerations, asset allocation and investment portfolio considerations, and various benefit arrangements. Upon completion of said review and analysis, Adviser shall provide Client with the following services:

- Financial Planning Services:** Adviser will collect and analyze data from the Client and prepare a written financial plan for the Client, which includes: *(check the services requested by client)*

Initial:

- Comprehensive Financial Plan Estate Plan Retirement Planning
 College Planning Asset Allocation / Portfolio Review

Ongoing:

- Premier Client Service Group: includes concise quarterly performance reporting, quarterly newsletter, secure web-based plan updates and automatic rebalancing and re-allocation of selected mutual fund or variable annuity accounts as set forth in Schedule A.

- Asset Allocation Services For: Company Sponsored Retirement Plans such as 401ks, Profit Sharing, 403b and Pension Plans.** (*External Mutual Funds, Variable Annuities*)

As part of a financial planning analysis and engagement, the Adviser and its Advisory Representatives will assist the client in determining their investment goals and objectives; risk tolerance and retirement plan time horizons. The Adviser will then recommend an initial asset allocation. However, because such assets are custodied outside the control of AIG Financial Advisors, Inc. ("AIGFA") and the Adviser, Client will be responsible for accepting and implementing the Adviser's recommendations. Further, the Adviser will neither provide

Continuos or Portfolio Monitoring services for such accounts nor will it receive asset-based compensation. However, the Client will be able to engage the Adviser's Advisory Representatives to conduct a review and re-balancing and re-allocation of such accounts on a periodic or annual basis for an hourly or fixed-fee.

2. COMPENSATION

- a. Adviser's Advisory fee for the services set forth herein will be in accordance with its current and published Fee Schedule and shall be:
 Fixed Fee of \$ _____
 Hourly Fee of \$ _____
- b. Advisory fees shall be payable as follows:
 End of each quarter as billed by Adviser,
 Deposit of \$ _____ and the balance due upon completion of the services requested under Section 1 and prior to presentation of the plan.
 Upon completion of the services requested under Services selected in Section 1 and prior to presentation of the plan.
- c. Adviser's compensation shall not be based on any share of any capital gains upon or capital appreciation of Client's funds or any portion of Client's funds.
- d. All parties hereto agree and understand that said fee is solely for the provision of the services described herein, and does not include any commissions, which might be generated upon implementation of any securities and/or insurance recommendations.

3. CONFLICT OF INTEREST

- a. Client shall make and shall be solely responsible for any and all decisions as to whether to follow or disregard, wholly or partially, any information, recommendation, and/or advice provided by adviser. Client is free to select any brokerage firm, broker/dealer or insurance agency Client desires for implementation of the advice and recommendations provided by Adviser.
- b. Adviser is neither a securities broker-dealer nor an insurance agency and, therefore, is not able to affect purchases or sales of investment company securities, other securities, investments, or any other insurance plans or programs on Client's behalf. All such purchases or sales must be made through companies or businesses other than Guidance Financial Consultants, Inc. although individual principals associated with this Adviser are licensed and appointed to carry out said transactions on behalf of Client on and at the request of Client.
- c. Adviser and or its related persons are registered representatives of AIG Financial Advisors, Inc, ("AIGFA") a registered broker-dealer, Member NASD & SIPC, as well as affiliates of other companies which offer financial products and/or services similar to those recommended by Adviser, as disclosed in Adviser's disclosure document. Client is under no obligation to purchase or sell securities through Adviser and/or any of its related persons; however, if Client does choose to implement any of Adviser's advice and/or recommendations through said companies, Adviser and/or its related persons may earn commissions in addition to any fees paid for adviser services.

4. FINANCIAL PLANNING SERVICES

It is expressly agreed and understood between the parties that the fees paid hereunder are for financial planning services/advice only. Adviser is acting as an investment adviser when providing financial plans and/or analyses, commentaries or recommendations regarding investments. The financial planning advice, which Adviser provides, is provided only in the written report, which Adviser delivers to the Client. No individual is authorized to provide any financial planning advice on Adviser's behalf, either orally or in writing, unless specifically authorized to do so in writing by Adviser.

5. PRIVACY POLICY

Information Adviser Collects. In connection with providing Client with investment products, financial advice, or other services, Adviser will obtain non-public personal information about Client including:

- Information Adviser receives from Client on applications
- Information about Client transactions with Adviser or others; and,
- Information from credit or service bureaus or third parties.

Information Adviser Discloses. Adviser will not disclose information regarding Client or Client's account with Adviser except under the following circumstances:

- To Client's Advisory Representative and his or her manager;
- To establish or maintain an account with an unaffiliated third party, such as a clearing broker providing services to Client and/or AIGFA;
- To government entities or other third parties in response to subpoenas or other legal process as required by law.
- To AIGFAs' parent companies, SunAmerica Inc. and American International Group, Inc., or their affiliates. To the extent permitted by law.

Adviser's Security Policy: Only those individuals who need it to perform their jobs are authorized to have access to confidential client information. Adviser maintains physical, electronic, and procedural security measures that comply with applicable state and federal regulations to safeguard confidential Client information.

Closed or Inactive Accounts: If Client decides to close account(s) or become an inactive customer, Adviser will adhere to the privacy policies and practices as described in this policy.

Changes to this Privacy Policy: If Adviser makes any substantial changes in the way Adviser uses or disseminates confidential information, adviser will notify Client.

If Client has any questions concerning this privacy policy, please write Adviser.

6. LEGAL AND ACCOUNTING ADVICE

It is expressly agreed and understood between the parties that:

- (a) Adviser is not qualified to render legal or accounting advice or to prepare any legal documents for the implementation of any recommendations provided by Adviser;

- (b) Client's personal attorney shall be responsible for the rendering and/or preparation of all of the following: (i) legal advice, (ii) legal opinions, (iii) legal determinations, and (iv) legal documents;
- (c) Client's personal tax adviser and/or accountant shall be responsible for any tax or accounting work performed in the implementation of Client's plan and investment advice.

7. TERMINATION

This Agreement may be terminated: (1) by Client, without penalty, upon written notice within five (5) business days after entering into this Agreement; or (2) thereafter, upon receipt of written notice, by either Client or Adviser, provided that such termination does not cause the client to forfeit any prepaid fees or such otherwise forfeitable fees are reimbursed to client. In the event of termination after five (5) business days from the execution of this Agreement, Client will be entitled to a prorated refund of any prepaid financial planning fees.

8. LIABILITY

- a. Since the services referred to herein are Advisory in nature, Client expressly understands and agrees that Adviser shall not be held liable in any way relating to the performance of any investment vehicle utilized by Client or the outcome of any decision made in connection with the full or partial implementation of any of the recommendations made by Adviser, provided that Adviser has complied with all federal and state laws and/or regulations regulating the provision of investment Advisory services. This provision shall not in any way restrict or waive any remedies or rights of action, which Client may have pursuant to applicable federal and state laws and/or regulations.
- b. Adviser shall not be held liable for Client's failure to inform Adviser in a timely manner of any material changes in Client's financial circumstances, which might affect the manner in which Client's assets are allocated.

9. ARBITRATION PROVISION

- **Arbitration is final and binding on all parties.**
- **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.**
- **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 reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.**
- **The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**

The parties agree that any arbitration proceeding pursuant to this provision shall be held under and in a location as determined by the rules of the Financial Regulatory Authority (FINRA), or by the arbitration rules of any National Securities Exchange on which a transaction giving rise to the claim took place, as Client may elect. The award of the arbitrators shall be final and binding on the parties, and judgment upon the award rendered may be entered into in any court, state or federal, having jurisdiction.

The agreement to arbitrate does not entitle 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 to this Agreement may assert the limitations as a bar to the arbitration by applying to any court of competent jurisdiction, and 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. Although there are other forums for client to seek resolution and damages, by signing this agreement, client agrees to waive said rights to alternate forums and submits to mandatory arbitration by the investment adviser in response to a dispute.

10. SEVERABILITY

If any provision of this Agreement shall be held or made unenforceable by a statute, rule, regulation, decision of a tribunal or otherwise, such provision 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 provision of this Agreement shall be deemed to be severable.

11. CONFIDENTIALITY

It is agreed and understood between the parties that all information provide by Client and all recommendations and/or advice provided by Adviser shall be confidential, with disclosure only upon such terms and to such parties as designated by the parties or as required by law.

12. ASSIGNMENT

Pursuant to the terms of the Investment Advisers Act of 1940, no assignment of this Agreement shall be made without the Client's express written consent.

13. ENTIRE AGREEMENT

This Agreement embodies all understandings and agreements between the parties, and may only be amended by, and only to the extent evidenced by, a written document executed by both parties hereto.

14. KANSAS CONTRACT

This Agreement shall be deemed a Kansas contract and shall be governed and construed according to the laws thereof in a manner consistent with the rules of the Office of the Kansas Securities Commissioner, the Kansas Uniform Securities Act and the rules and regulations promulgated by the Securities and Exchange Commission.

15. RECEIPT OF DISCLOSURE DOCUMENT

Client hereby acknowledges delivery and receipt of the Adviser's ADV Pt II. Unless Client received said Disclosure Document 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 such cancellation to Adviser.

If more than one, all principals to the account must sign. If any signatory is a fiduciary, the capacity in which he or she is acting should be indicated.

NOTE: THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE, WHICH IS LOCATED AT PARAGRAPH 9.

CLIENT

GUIDANCE FINANCIAL CONSLTS, INC

Client Signature

By: _____

Client Name (please print)

Title: PRESIDENT

Date: ____/____/____

Date: ____/____/____

Spouse Signature

