

FINANCIAL PLANNING AGREEMENT

This Agreement ("Agreement") is entered into between Prosperion Planning ("Advisor"), a registered investment advisor doing business as Prosperion Financial Advisors and ("Client(s)"): _____.
Client agrees to engage Advisor, to provide these services under the terms and conditions provided below.

CLIENT PROFILE

Client is responsible for supplying certain data to the Investment Advisor Representative (Investment Advisor Representative) 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 Investment Advisor Representative immediately if he/she does not concur with their use in the financial plan. Client recognizes that all data requested must be provided to Advisor and the Investment Advisor Representative in order for a financial plan to be completed. Failure by the client to provide all requested information will delay and in some cases prevent the production of a plan.

Type of planning to be provided (check all that apply)

Retirement – planning an accumulation strategy with the objective of providing inflation-adjusted income for life.

College / Education – planning an accumulation strategy to pay the future college / education expenses of a child or grandchild.

Major Purchase – Evaluation of the pros and cons of a major purchase and its effect on other financial priorities.

Cash Flow/ Budget Planning – Planning and allocating monthly cash flow in excess of current and planned future expenses in alignment with goals and priorities. .

Debt Reduction – Create a strategy to reduce debts and avoid future accumulated debt.

WealthVision Access – Access to the WealthVision aggregation tool to simplify and organize assets, liabilities, cash flow and insurance in one financial dashboard.

Windfall / Inheritance Planning – Creating a strategy to allocate a significant increase in resources for future needs and objectives.

Insurance Needs – planning for the financial needs of survivors to satisfy such financial obligations as housing, dependent child care, education and spousal arrangements

Estate Planning – planning that focuses on the most efficient and tax friendly option to pass on an estate to a spouse, other family members or a charity.

Written Plan or **No Written Plan**

Monthly Fee: \$ _____

SERVICES AND FEES

Advisor, through its investment advisor representatives, provides personal financial plans consistent with a client's financial status, investment objectives and tax status. Investment Advisor Representative will obtain the necessary financial data from the Client to prepare the financial plan. Fees for the financial planning services are negotiable. Advisor and the Investment Advisor Representative share in the fee. Client(s) may choose to periodically update his/her personal financial plan through Advisor and Investment Advisor Representative. Such updates may be conducted at the election of the Client and a new agreement disclosing the services and fees will be required between Advisor the Client and the Investment Advisor Representative. Advisor charges on an hourly or flat fee basis for financial planning and consulting services. The total estimated fee, as well as the ultimate fee charged, is based on the scope and complexity of the engagement. Prosperion

Planning charges an upfront, monthly fee for financial planning and advice. The Client may elect to pay the monthly fee by check or through a qualified, unaffiliated third-party processor. The Client will receive an emailed receipt following each monthly payment. The Advisor does not require or solicit prepayment of more than \$500 in fees per client, six months or more in advance. Any increase in fee will require the Client and Advisor sign a new agreement with added services selected. In the event that a Client terminates services, the fee will be prorated based on the number of days remaining in the month and any unearned fee will be refunded to the client. The Advisor will not be compensated on the basis of capital gains (performance fees).

NON-EXCLUSIVITY

Client understands that Advisor may perform financial planning services for various other clients and that Advisor may give different advice or recommend different actions for those clients.

PRACTICE OF LAW AND ACCOUNTING

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

CONFLICTS OF INTEREST

Financial plans may include generic recommendations as to general types of investment products or specific securities, which may be appropriate for the Client to purchase given his/her financial situation and objectives. The Client has the right to purchase or not purchase such securities through Advisor and the Investment Advisor Representative. However, if the Client desires to purchase securities or advisory services in order to implement his/her financial plan, Advisor may make a variety of products and services available through its Investment Advisor Representatives in their separate capacity as an investment advisor representative of LPL Financial, an SEC registered investment advisor and FINRA/SIPC member broker/dealer. This results in the payment of normal and customary commissions, advisory fees or other types of compensation to Advisor and the Investment Advisor Representative from LPL Financial. Depending on the type of account that could be used to implement a financial plan, such compensation includes (but is not limited to) advisory fees; commissions; transaction charges; retirement plan fees; fees in connection with an insured deposit account program. These conflicts of interest are mitigated by the Advisor and Investment Advisor Representative's fiduciary duty to act in the client's best interest and acting accordingly.

ASSIGNMENT/TERMINATION

This Agreement may not be assigned or transferred in any manner by any party without the prior written consent of all parties receiving or rendering services hereunder. This Agreement may be terminated by any party effective upon receipt of prior written notice to the other.

CONFIDENTIALITY

Advisor and Investment Advisor Representative will keep Client information confidential and will not use or disclose it to others without Client's prior written consent except as described in Advisor privacy policy.

SEVERABILITY/INDEMNIFICATION

If any provision of this Agreement shall be held or made non-enforceable 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.

GOVERNING LAW

This Agreement shall be construed under the laws of Colorado.

RECEIPT OF DISCLOSURE DOCUMENTS

Client acknowledges initial receipt of Part 2A of Form ADV. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written advisory contract with this investment advisor, 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, otherwise signified their acceptance, any other provisions of this contract notwithstanding. Client further acknowledges and consents to electronic delivery of the Part 2A of Form ADV (Firm Brochure) and related supplemental disclosure documents. Clients can elect to receive account documents electronically or upon account opening they may opt out of such delivery.

ENTIRE AGREEMENT/AMENDMENT

This Agreement represents the entire agreement between the parties with respect to the subject matter contained herein.

Any increase in services or amendment of fees are subject to a separate written agreement and termination to the existing agreement.

NOTICES

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

PRIVACY POLICY

Facts	What Does the Firm do with Your Personal Information?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect can include:</p> <ul style="list-style-type: none"> - Social Security number - Investment experience - Income - Account transactions - Assets - Retirement assets <p>When you are no longer our customer, we will continue to hold your information and share it as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons the firm chooses to share personal information and whether you can limit this sharing.

Reason We Share Your Personal Information	Does the firm Share?	Can you limit this sharing?
For our everyday business purposes, such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	Yes	No
For our marketing purposes to offer our products and services to you.	No	We don't Share
For joint marketing with other financial companies.	No	No
For our affiliates' everyday business purposes – information about your transactions and experiences.	No	No
For our affiliates' everyday business purposes – information about your creditworthiness.	No	We don't Share
For non-affiliates to market to you.	No	No
For your benefit upon request to your attorney and/or accountant.	Yes	Yes

Questions?	Contact: John M. Booren at (303) 793-2020 or john.booren@lpl.com
Who is Providing this Notice:	Prosperion Financial Advisors

Definitions	
How does the firm protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does the firm collect my personal Information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> - Open an account - Enter into an investment advisory account - Apply for insurance - Tell us about your investment or retirement portfolio - Seek advice about your investments <p>We also collect your personal information from others such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> - Sharing for affiliates' everyday business purposes - information about your creditworthiness - Affiliates from using your information to market to you - Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> - We do not share with our affiliates
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> - We do not share with non-affiliates so they can market to you.
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you:</p> <ul style="list-style-type: none"> - We do not jointly market

Other Important Information

The firm may share your information with broker-dealer firms having regulatory requirements to supervise certain of its activities.

SIGNATURE PAGE

By signing this agreement, the Client agrees to the provisions set forth in the agreement and understands their respective rights, duties and responsibilities. Furthermore, the Client acknowledges receipt of the Advisor's Privacy Policy, Part 2A of Form ADV (Firm Brochure), brochure supplement(s).

Client's Name (Printed)	
Client Signature	
Client's Address	
Date	

Client's Name (Printed)	
Client Signature	
Client's Address	
Date	

Investment Advisor Representative Name (Printed)	John Booren
Investment Advisor Representative Signature	
Date	

Investment Advisor Representative Name (Printed)	Steve Booren
Investment Advisor Representative Signature	
Date	