

FINANCIAL PLANNING AGREEMENT

(used for financial planning and non-asset management services)

This Financial Planning Agreement ("Agreement") is entered into this ____ day of _____, 20____ by and between NRP Advisors, Inc., ("Advisor"), a Registered Investment Advisor, _____, ("Client"), and the Advisor Representatives of _____ ("Advisor Representatives"). Client desires to receive financial planning, advisory services and/or administrative services from Advisor and Advisor Representative as stated below.

1. Client Information

Primary

| | | | |
|---|------|---------------------------|----------|
| Name | | | |
| Social Security No. | | Date of Birth | |
| Home Address | City | State | Zip Code |
| Mailing Address (if different from above) | City | State | Zip Code |
| Home Telephone Number | | Business Telephone Number | |

Secondary (if applicable)

| | | | |
|---|------|---------------------------|----------|
| Name | | | |
| Social Security No. | | Date of Birth | |
| Home Address (if different than Primary) | City | State | Zip Code |
| Mailing Address (if different from Primary) | City | State | Zip Code |
| Home Telephone Number | | Business Telephone Number | |

2. Investment Advisory Services

It is expressly agreed and understood between the parties that the fees paid hereunder are for financial planning/investment advisory services only and subject to the limitations set forth below. This Agreement does not involve asset management services. *Please check the applicable services:*

a. Financial Planning

Advisor will prepare a written financial plan for the Client based on the information and documents provided by the Client. The financial plan includes *(check the applicable services)*:

- | | | |
|---|--|--|
| <input type="checkbox"/> Financial Plan Analysis | <input type="checkbox"/> Retirement Planning | <input type="checkbox"/> Cash Flow Analysis |
| <input type="checkbox"/> College Planning | <input type="checkbox"/> Divorce Planning | <input type="checkbox"/> Budgeting |
| <input type="checkbox"/> Business Planning | <input type="checkbox"/> Tax Planning | <input type="checkbox"/> Realized Gain/Loss Report |
| <input type="checkbox"/> Savings Bond Evaluations | | |
| <input type="checkbox"/> Account Re-registrations, Estate Re-organizations, Beneficiary Changes | | |
| <input type="checkbox"/> Other _____ | | |

Client agrees to furnish Advisor with current and accurate information regarding Client's investments and financial situation. Client further agrees to provide any and all documents which the Advisor requests. Advisor shall review and analyze the information and documents provided by Client. Upon completion of the Advisor's review and analysis, Advisor shall provide Client with a financial plan containing the items noted above.

b. Advisory Services

Advisor will provide a written report to Client for the following investment advisory services:

- Asset Allocation Services
- 401(k) Asset Allocations
- Other _____

Client agrees to furnish Advisor with current and accurate information regarding Client's investments and financial situation. Client further agrees to provide any and all documents which the Advisor reasonably requests. Advisor shall review and analyze the information and documents provided by Client. Upon completion of the Advisor's review and analysis, Advisor shall provide Client with a report for the services noted above.

c. Administrative Services:

Advisor will provide certain administrative services to Client for the following:

- Stock Re-registration
- Account Registration Changes
- Realized Gain/Loss Reports
- Savings Bond Evaluation
- Rule 144 Stock
- Death Claim/Estate Processing and Distribution
- Change of Beneficiary (more than 1 time per 12 months)
- Other _____

Fees associated with Administrative Services shall be a fixed fee as stated below.

Limitations

Advisor is acting as an investment advisor when providing financial plans and/or analyses, commentaries or recommendations regarding investments. No individual is authorized to provide any financial planning or investment advice on Advisor's behalf, either orally or in writing, unless specifically authorized to do so in writing by Advisor. It is expressly agreed and understood between the parties that Advisor is not qualified to render legal or accounting advice or to prepare any legal documents for the implementation of any recommendations provided by Advisor. Client or Client's personal attorney shall be responsible for the rendering and/or preparation of all legal advice, legal opinions, legal determinations, and legal documents. Client or Client's personal tax advisor and/or accountant shall be responsible for any tax or accounting work performed in the implementation of Client's plan and advice.

3. Compensation

Advisor's advisory fee for the services set forth herein shall be:

- Fixed Fee \$_____
- Hourly Fee of \$_____ for professional services and \$_____ for administrative services

Advisory fees shall be payable as follows:

- Fees payable one-half (1/2) upon execution of the advisory agreement and the balance due at the time of presentation of the plan. Plan to be delivered within ninety (90) days of signing.
- Fees will be invoiced monthly or quarterly.
- One-quarter (1/4) of the fee due quarterly in advance or in arrears.
- Annual retainer fee requiring one-half (1/2) of the fee due upon execution of this Agreement, provided client will not pay more than \$500, six or more months in advance. The balance of the fee will be paid as follows: _____.
- Fees due in full upon completion of services.

Advisor'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. 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. The advisory fee does not include any taxes that Advisor may have to collect. If any state or federal government taxes advisory fees applicable to this Agreement, Advisor shall also collect for such tax and remit it to the applicable authorities.

4. Conflicts of Interest

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 Advisor. Client is free to select any broker/dealer, investment advisory firm or insurance agency for implementation of the advice and recommendations provided by Advisor.

Advisor's affiliate, NRP Financial, Inc., is a securities broker-dealer, member FINRA and SIPC, insurance company and also is affiliated with other companies which offer financial products and/or services similar to those recommended by Advisor, as disclosed in Advisor's disclosure document. Advisor Representative may be a registered representative of NRP Financial. Client recognizes that Advisor's affiliated broker-dealer or insurance agents may recommend investments or insurance products, which if executed or placed could result in additional compensation. Client is under no obligation to purchase or to sell securities through Advisor and/or any of its affiliates. However, if Client does choose to implement any of Advisor's advice and/or recommendations through said companies, Advisor and/or its affiliates may earn fees or commissions in addition to any fees paid for services under this Agreement.

Client understands that Advisor performs, among other things, investment advisory services for other clients. Client recognizes that Advisor may give advice and take action in the performance of its duties for such other clients which may differ from advice given, or in the timing and nature of action taken, with respect to Client. Client also recognizes that representatives of Advisor may take action for their own accounts that differ from the advice given to or action taken for Client. Nothing in this Agreement shall be deemed to impose on Advisor any obligation to advise Client or take action in the same manner as Advisor or its representatives may take in their own accounts or may advise other clients.

5. Termination

This Agreement may be terminated:

- a. By Client, without penalty, upon written notice within five (5) business days after entering into this Agreement, however, Client will be responsible for any costs incurred by third parties as a result of Advisor performing Client's instructions;
- b. Thereafter and prior to presentation of the investment advisory services and recommendations to Client upon receipt of written notice, by either Client or Advisor, provided that such termination does not cause the Client to forfeit any prepaid fees or such otherwise forfeitable fees are reimbursed to Client. Advisor's right to terminate this Agreement includes terminating in the event the Advisor Representative(s) who services Client under this Agreement is no longer associated with Advisor. Client will be responsible for any time spent by Advisor preparing, researching or providing Client the advisory services agreed to by Client as evidenced by this Agreement. Any refunds of prepaid advisory fees will be issued as follows:
 - 1) Refunds of prepaid hourly and fixed fees will be determined based on time spent by Advisor multiplied by Advisor's hourly rate. Calculation of refunds of a deposit prepaid by Client will be based on the negotiated hourly rate multiplied by time spent by Advisor for professional and clerical services rendered and subtracted from the deposit. Client will not be responsible for any time spent by Advisor in excess of the initial deposit.
 - 2) Refunds of prepaid quarterly fees will be determined based on the number of days remaining in the quarter.
 - 3) Plans not provided by the Advisor within ninety (90) days are subject to a refund of prepaid fees less an amount equal to the hourly rate multiplied by the number of hours of service provided within the ninety (90) days by the Advisor or appropriate support personnel in preparation of said plan.

6. Liability

Since the services referred to herein are advisory in nature, Client expressly understands and agrees that Advisor 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 Advisor, provided that

Advisor 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. Client understands that there is no guarantee that Client's investment objectives will be achieved. Advisor shall not be held liable for Client's failure to inform Advisor in a timely manner of any material changes in Client's financial circumstances.

7. Arbitration

General Disclosures: Below is a provision which is an agreement to arbitrate all claims or disputes arising between the parties. By agreeing to arbitrate such claims or disputes, the parties understand the following:

- A. All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- B. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- C. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- D. The arbitrators do not have to explain the reason(s) for their award.
- E. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- F. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- G. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

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 who has not opted out of the class with respect to 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.

Agreement to Arbitrate. To the extent permitted by law, any claim or controversy that may arise among Client, Advisor, Advisor Representative, any of their affiliates and/or any Advisor officer, director, employee or agent arising out of or relating to (1) Client's investment advisory accounts or transactions in such accounts, or (2) the construction, performance, or breach of this or any agreement between the parties, or (3) any advice given to Client by Advisor, Advisor Representative or their agents, or (4) in any way the relationship between Client and Advisor, shall be settled by arbitration according to the commercial rules and regulations then in effect of, the American Arbitration Association ("AAA"). Any party may initiate arbitration by filing a written claim with the AAA setting forth in detail the claim or controversy to be arbitrated. Any controversy over the arbitrability of a dispute shall be settled by arbitration.

Effect of Arbitration. Any award an arbitrator or arbitration panel makes shall be final and binding, and judgment on it may be entered in any court having jurisdiction. This arbitration agreement will be binding upon and inure to the benefit of the parties hereto and their respective representatives, attorneys-in-fact, successors, assigns and any other persons having or claiming to have a legal or beneficial interest in any of the Client's investment advisory accounts, orders and transactions, including any court-appointed trustees and receivers.

8. 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, that provision of this Agreement shall be deemed to be severable.

9. Confidentiality

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

10. Assignment

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

11. 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.

12. Governing Law

This Agreement shall be governed by and construed according to the laws of the State of Ohio without giving effect to its conflicts of law provisions, except to the extent federal law preempts state law.

13. Receipt of Disclosure Document and Privacy Notice

Client hereby acknowledges delivery and receipt of Advisor's Disclosure Document, Part II of Advisor's Form ADV. 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 Advisor. Client further acknowledges delivery and receipt of Advisor's Privacy Policy Notice as required by the Gramm-Leach-Bliley Act of 1999, which is attached hereto at Schedule A.

NOTE: THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE WHICH IS LOCATED AT PARAGRAPH 7.

Client Signature

Advisor Representative Signature

Client Name (please print)

Advisor Representative Name (please print)

Date: _____, 20____

Date: _____, 20____

Client Signature



Client Name (please print)

NRP Advisors, Inc.
By: Earl Clifford Oberlin, III, CEO

Date: _____, 20____

Schedule A – NRP Advisors Inc.’s Privacy Policy

We value the trust our customers have placed in us and we are committed to the responsible management, use, and protection of our customers’ personal information. Please take a moment to review our privacy policy on how we protect your information and use it to service your account(s).

Information We Collect From You

NRP Advisors collects personal information about you to help us serve your financial needs, process transactions in your account(s), provide customer service, offer new products or services, and fulfill legal and regulatory requirements. NRP Advisors collects “nonpublic personal information,” which is defined as information provided from you and other sources, including:

- Information you provide to us, our affiliated entities, or your advisor on account applications, related forms, discussions with our employees and advisors, and on our website, such as address, social security number, birth date, net worth, assets, income, and medical information, if applying for insurance.
- Information regarding your transaction history with us, such as products or services purchased, account balances, trading history, and payment history, as well as information from information service companies and consumer reporting agencies, such as your transactions or credit relationships with unaffiliated third parties.
- Information from other unaffiliated third parties, including employers, associations, benefit plan sponsors, and other institutions, if you transfer positions or funds to NRP Advisors, such as address, social security number, net worth, assets, and income.
- For retirement plans, NRP Advisors additionally collects information about the Plan Sponsor, the Plan and participants of the Plan in order to provide investment products, employee benefit plan related advice, non-discrimination testing, other testing, or other services and to fulfill legal and regulatory requirements.

Sharing Information

We may disclose any of the nonpublic personal information that we collect about you, as required to conduct our business and as permitted or required by law. We may share information about our customers with our affiliated companies and/or with unaffiliated financial or non-financial services providers, such as insurance companies, mutual fund companies, banks, investment firms, third-party administrators, clearing firms, and other third parties who assist us in providing account maintenance or customer service to your account(s) or retirement plan(s). We also may share your information with regulators and law enforcement organizations, or in response to a subpoena or discovery request, as permitted or required by law.

We do not sell, share, or disclose your nonpublic personal information to unaffiliated third-party marketing companies. If the advisor servicing your account(s) leaves NRP Advisors to join another broker/dealer, the advisor may retain copies of your personal information so that he or she can continue to serve you at the new firm under the following circumstances:

Opting In. If you live in an “opt-in” state, where we are required to obtain your affirmative consent to share your nonpublic personal information with unaffiliated third parties who do not currently assist us in servicing your account, we will obtain your consent before we allow your advisor to take your information with him or her should your advisor leave NRP Advisors.

Opting Out. If you live in an “opt-out” state and do not want your advisor to take your information with him or her should your advisor decide to leave NRP Advisors in the future, you have the right to opt out of such disclosure. If you have a joint account, we will treat an opt-out direction by a joint customer as applying to all associated joint customers.

Pursuant to the above, your representative may share your information with the new firm, but is otherwise required to keep confidential the personal information obtained from you while the advisor was affiliated with NRP Advisors, and he or she may only use it to service your account(s).

Safeguarding Information

NRP Advisors recognizes the need to prevent unauthorized access to the information we collect, including information held in electronic format. NRP Advisors authorizes access to your nonpublic personal information only to personnel who need that information to serve you. We maintain physical, electronic, and procedural safeguards regarding your nonpublic personal information to ensure that we comply with our own policy, industry practices, and federal and state regulations. 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.

Questions

You do not have to contact us to benefit from NRP Advisors’s privacy protections; they apply automatically to all of our customers and former customers. If you have any questions after reading this privacy policy, however, we encourage you to contact your advisor or to write to NRP Advisors, Inc., c/o Legal Department, 209 North Main Street, Bryan, Ohio 43506