

AGING ISSUES MANAGEMENT LLC

FINANCIAL PLANNING & CONSULTING AGREEMENT

This Agreement is made effective as of _____ between the undersigned party (hereinafter referred to as the “**Client**”) and Aging Issues Management LLC (“**AIM**”), a Registered Investment Adviser located at 4419 White Plains Road, Bronx, New York 10470 (collectively referred to as the “**Parties**”). Financial planning is offered through Aging Issues Management LLC, a Registered Investment Advisor not affiliated with LPL Financial.

1. SERVICES:

AIM provides a variety of financial planning and consultation services to individuals, families and other Clients regarding the management of their financial resources based upon an analysis of the Client’s current situation, goals, and objectives. Generally, such financial planning and consulting services will involve preparing a financial plan or rendering a financial consultation based on the Client’s financial goals and objectives. Written financial plans or financial consultations rendered to the Clients usually include general recommendations for a course of activity or specific actions to be taken by the Clients. Clients are provided a written summary of their financial situations, AIM’s observations and recommendations for financial planning engagements (“**Planning**”). AIM does not provide Client with a written summary for financial consulting engagements, as the process is less formal than a financial planning engagement (“**Consulting**”). Additionally, this plan may also include Medicaid eligibility planning, real estate planning, housing planning and accessibility, long-term care planning, and bill-paying assistance for Clients. Plans and/or consultations are completed within six months of engaging AIM for services, assuming that all requested information and documents are provided to us promptly by Client. Implementation of the recommendations will be at Client’s discretion.

The following services will be provided as part of this Agreement:

- | | | |
|--|---|--|
| <input type="checkbox"/> Business Financial Planning | <input type="checkbox"/> Estate Planning | <input type="checkbox"/> Personal Financial Planning |
| <input type="checkbox"/> Cash Flow Analysis | <input type="checkbox"/> Housing planning | <input type="checkbox"/> Personal Tax Planning |
| <input type="checkbox"/> Charitable Planning | <input type="checkbox"/> Insurance Analysis | <input type="checkbox"/> Real Estate Analysis |
| <input type="checkbox"/> Corporate Structure | <input type="checkbox"/> Investment Planning | <input type="checkbox"/> Real Estate Planning |
| <input type="checkbox"/> Corporate Tax Planning | <input type="checkbox"/> Lines of Credit Analysis | <input type="checkbox"/> Retirement Planning |
| <input type="checkbox"/> Cost Segregation Study | <input type="checkbox"/> Medicaid Eligibility | <input type="checkbox"/> |
| <input type="checkbox"/> Education Planning | <input type="checkbox"/> Mortgage/Debt Analysis | <input type="checkbox"/> |
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2. CLIENT’S RESPONSIBILITIES:

Client recognizes that the value and usefulness of AIM’s services will be dependent upon the information that Client provides and the Client’s active participation in the formulation and implementation of Planning and/or Consulting objectives. Client may be required to complete a questionnaire to assist in formulating said objectives. Copies of certain Client documents may be requested by AIM to assist in conducting a more complete evaluation of Client’s objectives and to provide Client’s requested services. AIM may reasonably request certain documents in order to permit a complete financial evaluation, including but not limited to, insurance policies, wills, tax returns, and other documents depending upon Client’s circumstances.

3. ADVISER COMPENSATION:

Fees are charged on an hourly or flat fee basis. The total estimated fee, as well as the ultimate fee charged, is based on the scope and complexity of the Client's engagement with AIM. The maximum hourly fee to be charged will not exceed \$400. Flat fees range from \$2,500 to \$10,000.

Option 1: Project-Based Planning Fee

____ (Client Initial) Hourly Fee – an hourly fee of \$____ shall be paid for Planning services with a minimum charge of ____ hours. The total estimated hours for these services is ____.

____ (Client Initial) Flat Fee – a flat fee of \$____ shall be paid for Planning services.

Option 2: Project-Based Consulting Fee

____ (Client Initial) Hourly Fee – an hourly fee of \$____ shall be paid for Consulting services with a minimum charge of ____ hours. The total estimated hours for these services is ____.

____ (Client Initial) Flat Fee – a flat fee of \$____ shall be paid for Consulting services.

Payment Options for Options 1, 2 and/or 3: ☐ Direct Invoice ☐ Managed Account Deduction
Acct #: _____

☐ Payment in full will be due upon execution of this Agreement. *(Not available if Client is billed hourly)*

☐ An initial payment of \$_____ shall be due upon execution of this Agreement. The remainder will be directly invoiced to Client and due within 30 days of rendering Planning or Consulting services.

☐ Payments of \$_____ shall be due monthly.

☐ Payment in full will be due upon rendering of Planning or Consulting service.

4. IMPLEMENTATION:

Representatives of AIM may be insurance agents for which they receive normal and customary commissions. Client is free to implement recommendations made by AIM through insurance companies of their choice. Unless provided in a separate agreement, AIM does not possess or exercise any discretion with respect to Client transactions.

Representatives of our firm are licensed real estate agents. As a result, they receive customary fees associated with real estate transactions. These services are included with our financial planning and consulting services. Clients are under no obligation to utilize this service and will not be actively solicited.

5. LEGAL & ACCOUNTING SERVICES:

The Parties agree that AIM will not provide accounting or legal advice nor prepare any accounting or legal documents as part of this Agreement. Client is urged to work closely with their attorney and/or accountant in implementing [AIM recommendations. At Client's request AIM may recommend the services of a third-party attorney, accountant, tax professional or other specialist. AIM is not compensated for these referrals.

6. CLIENT CONFLICTS:

____ (Client Initial Here) ____ (Client Initial Here) If this Agreement is between AIM and related Clients (i.e., husband and wife, etc.), services provided by AIM shall be based upon the joint communicated goals. AIM shall be permitted to rely upon instructions from either party with respect to disposition of the Assets or the

Account, unless and until such reliance is revoked in writing to AIM. AIM shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the Clients.

7. DEATH OR DISABILITY:

The death or incapacity of the Client shall not terminate the authority of AIM granted herein until AIM receives notice of such death or incapacity. Upon such notice the Client's executor, guardian, attorney-in-fact or other authorized representative must engage AIM in order to continue to provide services.

8. TERMINATION:

Either party may terminate this Agreement at any time by providing written notice. Termination of this Agreement shall be effective upon receipt of notice. For purposes of calculating refunds, all work performed by AIM up to the point of termination shall be calculated at an hourly rate currently in effect. Client will receive a pro-rata refund of unearned fees based on the time and effort expended by AIM.

9. ARBITRATION:

This Agreement supersedes any and all preexisting agreements and/or understandings. This Agreement contains a provision, which requires that all claims arising out of transactions or activities affecting the provision of services by AIM to the Client be resolved through arbitration. To the extent permitted by law, all controversies which may arise between the Parties or any of their affiliated companies concerning any transaction arising out of or relating to this Agreement, or the construction, performance, or breach of this or any other agreement between the Parties, whether entered into prior to, on or subsequent to the date hereto, shall be submitted to arbitration conducted under the Rules of the American Arbitration Association. Arbitration must be commenced by service upon the other Party, of a written demand for arbitration or a written notice of intention to arbitrate. Judgment upon any award rendered by the arbitrator(s) shall be final, and may be entered in any court having jurisdiction. The Parties hereby submit to the in personam jurisdiction of the courts of the state in which the Client resides and the local courts located therein ("Chosen Jurisdiction") (and expressly waive any defense to personal jurisdiction of the Client by such courts) for the purpose of confirming, vacating or modifying any such award or judgment entered thereon. Service of process in such action shall be sufficient if served on the Parties by certified mail, return receipt requested, at the last address known to the other Party. In this connection the Parties expressly waive any defense(s) to personal jurisdiction of the Parties by such court; to service of process as set forth above; to venue; and in addition, expressly agree that the Chosen Jurisdiction is a convenient forum for any such action.

Nothing herein shall be enforceable to the extent that the Client waives their rights under state or federal securities laws. The Parties acknowledge, understand and agree that: (i) Arbitration is final and binding on the Parties; (ii) The Parties are waiving their right to seek remedies in court, including the right to jury trial; (iii) Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings; (iv) The Arbitration Award is not required to include factual findings or legal reasoning and any Party's right to appeal or to seek modification of a ruling by the arbitrators is strictly limited; and (v) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

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 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; or (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.

10. ASSIGNMENT:

This Agreement may not be assigned (in accordance with relevant state statutes and rules) by either Party without the prior consent of the other Party. Client acknowledges and agrees that transactions that do not result in a change of actual control or management of AIM shall not be considered an assignment pursuant to relevant state statutes and rules.

11. GOVERNING LAW:

All Planning and Consulting services shall be in compliance with the relevant state statutes and rules regulating the services provided by this Agreement.

12. PROXIES:

Proxy voting services are not provided under this Agreement.

13. DISCLOSURE STATEMENT:

Client acknowledges receipt of AIM's Form ADV Part 2 and Privacy Policy at or before the time of signing this Agreement in accordance with relevant state statutes and rules. Client acknowledges and consents to [AIM sending these disclosure statements in electronic format to the email address(es) provided by Client.

14. SEVERABILITY:

Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

15. ACKNOWLEDGEMENT.

Upon execution of this Agreement, the Parties acknowledge and accept their respective rights, duties, and responsibilities hereunder. For ERISA Plans, Authorized Fiduciary or Trustee of the Plan signs below. This Agreement is only effective upon AIM's execution below.

Client's Signature

Date

Client's Name (Print)

Client's Signature

Date

Client's Name (Print)

Client's Address:

AGING ISSUES MANAGEMENT LLC

Authorized Representative's Signature

Date

Authorized Representative's Name (Print)