

FINANCIAL PLANNING ASSOCIATES, INC. ENGAGEMENT AGREEMENT

This agreement is entered into by and between
FINANCIAL PLANNING ASSOCIATES, INC.
300 OZARK TRAIL DRIVE, SUITE 215
ELLISVILLE, MO 63011

(Hereinafter referred to as the "Adviser")
and

Client Name	Co-Client Name	
Date of Birth	Date of Birth	
Phone	Phone	
Email	Email	
Job Title	Job Title	
Employer	Employer	
Household Address		
Household Net Worth	Annual Income	
Inv Holding Period	Federal Income Tax Bracket	%

(Hereinafter referred to as the "Client").

The USA Patriot Act of 2001 requires that our clients provide copies of government issued photo IDs. Initial to confirm that you have provided or will provide your ID(s) within 5 days. Client Co-Client

The undersigned Client being duly authorized hereby employs the Adviser for the following services:

Personal Financial Planning (PFP)

- [] Hourly fee - \$295/hour, 1 hour minimum, 30 minute increments thereafter. Estimated total amount payable in advance.
- [] Specific initial review fee of \$, payable in advance or 12 equal monthly bank drafts.
Estimated subsequent annual review fee of \$, payable in advance or 12 equal monthly bank drafts.

Investment Management Services (IM)

- [] The fee is less than or equal to 0.3125% / quarter (125bp / year). See schedule page 2.

I. PERSONAL FINANCIAL PLANNING

The Client employs the Adviser as financial and investment adviser to prepare a personal financial plan on the following terms and conditions:

1. **Services:** The Adviser agrees to appraise the Client's financial situation and make recommendations for the accomplishment of Client objectives. The financial analysis will consider one or more of the following elements: current position, cash flow, education funding, retirement planning, income tax planning, estate planning, risk management/insurance, and other specific financial concerns.
2. **Information:** The Client hereby agrees to furnish the Adviser with all current information relative to the Client's financial situation and all investment recommendations shall be made in accordance therewith. The Client agrees to share equal responsibility with the Adviser in initiating and completing the annual review as discussed in paragraph 5.
3. **Procedures:** The Client shall always be at liberty to follow or disregard, wholly or partially, any information, recommendations or advice given by the Adviser. The Client shall make and be fully responsible for all decisions relating to the advice given. The Client is free to select any person, firm or company the Client desires for implementation of the ideas and recommendations made in the analysis.

4. **Fees:** The fee is based upon an hourly rate of \$295.00 for actual services performed. In some cases, a specific fee may be substituted for the hourly fee, payable upon engagement. The Adviser will usually recommend that the Client use the Adviser's investment supervisory services to implement investment recommendations. For such asset management services the Adviser will earn a fee, as discussed in section II, Investment Supervisory Services.
5. **Annual Review:** It is important that the Client's financial plan be reviewed and revised annually. The review fee will be based upon an hourly rate of \$295.00, determined by actual services performed. In some cases, the hourly fee may be replaced by a specified fee. The specified fee will be presented to the client at the commencement of the annual review and is payable at that time.

II. INVESTMENT MANAGEMENT SERVICES (IM)

The Client employs the Adviser as investment adviser, to continuously supervise the investment and reinvestment of those assets which the Client hereby puts under the Advisor's management (hereafter referred to as the "Account" or "Accounts"), on the following terms and conditions:

1. **Investment and Management Authority:** The Adviser will supervise and direct the investment of the Account, as agent. In fulfillment of his duties to the Client, the Adviser may exchange between, and otherwise trade in any security held by the Client in the Account, and may place orders for the execution of such transactions with or through such brokers, dealers or issuers as the Adviser may select. The Adviser shall not take possession of any securities or other assets of the Client. The Adviser will manage the account on a discretionary basis in accordance with the Client's investment objectives.
2. **Services of Adviser:** By the execution of this Agreement, Adviser accepts the appointment as adviser and agrees to supervise and direct the investments of the Account in accordance with the investment objectives of the Client.
3. **Transaction Procedures:** The Adviser shall not act as Custodian for the Account, but may issue instructions to the Custodian as may be appropriate in connection with the settlement of transactions initiated by the Adviser pursuant to Paragraph #1 hereof.
4. **Fees:** The Adviser draws a quarterly asset management fee from client accounts as shown on the schedule below. The fee is payable in advance for the coming calendar quarter or portion of a quarter, and is computed and deducted from the Client's accounts on or about the first day of each calendar quarter. The amount of the fee is based on the aggregate value of client accounts at the end of the preceding calendar quarter. A prorated fee is charged for additions to the accounts between quarterly fee payment dates, and prorated refunds are credited to the accounts for distributions from the accounts between quarterly fee payment dates. Prorated fees and refunds are collected or disbursed on or about the next billing date, generally within 5 business days. The fees set forth above are to compensate the Adviser for its services and are in addition to other costs associated with the acquisition, disposition, or ownership of investment assets. In some cases, advisory fees are negotiable or may be waived. The fee schedule is subject to change upon 30 days' prior written notice to the Client. The following fee schedule will apply to assets under management:

Value of the Account	Per Quarter	Per Year	Aggregate Per Year
First \$250,000	0.3125%	1.25%	1.25%
Next \$250,000	0.2500%	1.00%	<1.25%
Next \$250,000	0.1750%	0.70%	<1.1250%
Above \$1,000,000	<0.1150%	<0.46%	<0.8525%
Above \$1,500,000	<0.0125%	<0.1546%	<0.6183%
Above \$2,000,000	<0.0125%	<0.1546%	<0.4763%

5. **Risk of Investment:** The Client understands there are risks inherent in every investment and that these risks will vary from one investment category to another. Some investments may result in profits and other investments in losses. The Client understands that the Adviser cannot assure that the Client's objectives will be realized.

COMMON PROVISIONS

CONFIDENTIAL RELATIONSHIP: All information and advice furnished by either party to the other hereunder, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties, except as required by law, or as permitted in writing by both parties, or as required to maintain certain technical capabilities of the adviser for the benefit of the client.

The Client hereby permits, and the Adviser agrees, that information may be divulged to the following person or persons: (Optional.)

1. _____
Name Relationship Initials
2. _____
Name Relationship Initials

CONFLICTS AMONG CLIENTS / SPOUSES: Where the Adviser provides services to two or more individuals (example: husband and wife), recommendations will be based on the specific goals stated by the client, and will assume that the relationship between the individuals will continue. The individuals agree to hold the Adviser harmless concerning any conflicts of interest between them and any adverse effect which results from a change in their relationship.

RIGHT OF RESCISSION: The Client shall have five business days from the execution date of this Agreement to unconditionally rescind this Agreement and receive a full refund of fees collected hereunder. Upon receipt of written notification from the Client within said five business days, the Adviser will provide a full refund within five additional business days.

TERMINATION: Once this agreement has been in force for five business days, it may be terminated by either party by sending written notice to the other party via certified mail. The effective date of termination shall be the date of receipt of the written notice by the other party. Investment Management Services (IM) Fees for the quarter in which termination of this Agreement occurs shall be payable as stated in Form ADV, Part II. For all other services, the balance due from the Client to the Adviser, or vice versa, will be based on actual services performed and/or time devoted to the client's planning by the Adviser as of the date of termination, at the hourly rate of \$295, not to exceed the specified amount if applicable.

ACCOUNTING AND LEGAL ADVICE: It is understood and agreed that the Adviser and its employees are not qualified to and will not render any legal or accounting advice, nor prepare any legal or accounting documents for the implementation of the Client's financial and investment plan. The Client agrees that his personal attorney and/or accountant solely shall be responsible for the rendering and/or preparation of the following: (i) all legal and accounting advice; (ii) all legal and accounting opinions and determinations, and (iii) all legal and accounting documents.

RECEIPT OF FORM ADV PART II (FPAI Brochure): The Client acknowledges by the signature affixed below that he or she has received Form ADV, Part II in its most recent form, as filed by Financial Planning Associates, Inc. with the Missouri Secretary of State, Securities Division.

ARBITRATION: Client and Adviser agree that all controversies between the parties concerning any transaction or the construction, performance or breach of this or any agreement between us, whether entered prior, on, or after the date hereof, shall be determined by arbitration. Client understands that this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under the federal securities laws. Such arbitration shall be before three arbitrators and conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then applying. The award of the arbitrators or the majority of them shall be final. Judgment upon any arbitration award rendered may be entered in any court, state or federal, having appropriate jurisdiction.

BASIS OF ADVICE: The Client acknowledges that the Adviser obtains information from a wide variety of publicly available sources, and that the Adviser has no sources, and does not claim to have sources of inside or private information. The recommendations developed by the Adviser are based upon the professional judgment of the Adviser and its representatives, and neither the Adviser nor its representatives can guarantee the results of their recommendations. The Client always shall elect unilaterally to follow or ignore, completely or in part, any information, recommendation or counsel given by the Adviser under this Agreement.

ASSIGNMENT: Pursuant to the provisions of the Investment Advisers Act of 1940, as amended, and the Missouri Securities Act, neither party hereto may assign, convey, or otherwise transfer any of its rights, obligations, or interests herein without prior express written consent of the other party. Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

CHANGES/ADDITIONS/MEMOS: This agreement is changed as stated below if initialed by all parties.

(initials)

MISSOURI CONTRACT: This Agreement shall be deemed a Missouri contract and shall be governed and construed according to the laws thereof.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement and understanding of Adviser and Client and may not be amended or modified except by written instrument executed by both Adviser and Client.

ENFORCEABILITY: Any provision of this agreement which is prohibited or unenforceable shall be ineffective as to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

EFFECTIVE DATE: The effective date of this contract shall be the date of execution.

PAYMENT RECEIVED: \$ _____

IN WITNESS, WHEREOF, the parties hereto have executed this Agreement as indicated below.

CLIENT

DATE

CLIENT

DATE

CARL D. GOODIN, Pres. DATE
Financial Planning Associates, Inc.

This agreement will become effective when signed and dated by all parties.