VALUES FIRST ADVISORS	*FINANCIAL PLANNING AGREEMENT*

THIS FINANCIAL PLANNING AGREEMENT (this "Agreement") is made by and between the undersigned (the "Client") and Values First Advisors, Inc. (the "Adviser"). The Client hereby retains the Adviser and the Adviser hereby agrees to provide financial planning services (the "Financial Planning Services") for the Client under the following terms and conditions:

1. Services and Fees

(a) The Adviser will provide to the Client Financial Planning Services that may address one or more areas of the Client's financial situation, as agreed by the Client and Adviser, such as: cash reserves planning, education planning, investment planning, tax planning, retirement planning, charitable planning, estate planning, next generation equipping, insurance planning, and debt planning.

(b) The Client shall pay the Adviser the retainer fee (the "Retainer Fee") and any hourly fees (the "Hourly Fees") incurred, as set forth in **Exhibit A** hereto. The Retainer Fee shall be invoiced to the Client on a yearly basis in advance. Any Hourly Fees paid to the Adviser shall be invoiced to the Client in arrears. The Client hereby agrees to promptly pay the Adviser upon receipt of invoice. The Adviser may, in its sole discretion, submit one or more interim invoices for Billable Time (as defined in **Exhibit A**) incurred prior to completion or delivery of the financial plan, or may elect to submit a single invoice upon completion of the services.

(c) **Exhibit A** may be amended from time to time by the Adviser upon thirty (30) days' prior written notice to the Client.

(d) The Adviser may contract with one or more third-parties to assist with the development of a financial plan, but the Adviser will remain ultimately responsible for reviewing the financial plan with the Client. In this event, it is the Adviser's sole responsibility to pay for these expenses.

(e) The Adviser may recommend that the Client consult with the Client's own service providers, such as accountants or estate attorneys, or provide the Client with names of certain service providers. The Client will be solely responsible for the decision associated with any such engagement, including any due diligence of the service providers and any expenses incurred by the use of such service providers. For the avoidance of doubt, any such fees charged by such service providers are not covered by the Retainer Fee or Hourly Fees.

2. Recommendations and Ongoing Monitoring.

(a) The initial and, if applicable, updates of, your financial plan shall include the Adviser's recommendations to the Client regarding appropriate steps and strategies the Client should take to achieve the Client's goals in areas designated by the Client and the Adviser. The Adviser's recommendations will be based on the Adviser's review of information provided by the Client regarding the Client's financial needs and circumstances in the areas to be covered by the Financial Planning Services. The Client understands that the Client is solely responsible for determining whether to follow any advice given or recommendation made by the Adviser in the Financial Planning Services, and that the Client is solely responsible for implementing any action upon such advice. The Client agrees to notify the Adviser promptly of any material change in the information provided to the Adviser under this Section 2.

(b) Unless otherwise agreed to in writing by the Adviser, the Adviser does not provide ongoing

supervisory or monitoring services under this Agreement and has no obligation to monitor the Client's financial circumstances, investments, financial planning software or client portal, linked financial accounts, applicable laws, regulations, or market conditions after such advice or recommendations are provided. The Client acknowledges that continued access to any financial planning software or client portal, including the automatic updating of account balances, values, or projections, does not constitute ongoing monitoring, review, or advice by the Adviser. Following the delivery of any advice or recommendations, the Adviser shall have no ongoing duty to monitor or notify the Client of changes that may affect such advice or recommendations. Any subsequent Financial Planning Services provided by the Adviser shall be limited to the matters specifically requested by the Client and agreed to by the Adviser and shall not create any duty to review, monitor, or update prior advice or recommendations except as expressly agreed to in writing by the Adviser. This Agreement shall remain in effect until terminated in accordance with Section 5 below.

(c) Investment advisory consultations can be general in nature or focus on particular areas of interest, depending on the Client's needs.

(d) The Adviser's advice may include recommendations for the Client periodically to review or update the Client's financial plan, rebalance investment accounts, or take other actions in connection with changes in the Client's financial circumstances, goals, tax laws, estate planning laws, investment markets, or other relevant factors. It is the Client's sole responsibility to request any such review, update, or additional Financial Planning Services. The Adviser shall have no obligation to initiate contact with the Client or to provide updated advice or recommendations unless separately requested by the Client and agreed to in writing by the Adviser.

3. **Acknowledgements by the Client**. The Client hereby acknowledges and agrees to the following:

(a) The Client acknowledges receipt and review of the following before execution of this Agreement: (i) the Adviser's Client Relationship Summary under Form CRS; (ii) the Adviser's narrative brochure under Form ADV Part 2A and applicable supplement brochure under Form ADV Part 2B; and (iii) the Adviser's Privacy Policy Notice;

(b) The Adviser is not an attorney or an accountant and that in performing its obligations under this Agreement, the Adviser is not providing legal advice, legal services, accounting services, or tax advice to the Client;

(c) The Financial Planning Services will be based on the information that the Client provides to the Adviser, and the Client represents and warrants that such information is complete and accurate;

(d) The Adviser may provide services to other clients and receive fees for such services, and the advice given and the actions taken with respect to such clients and the Adviser's own financial plan or investments may differ from advice given with respect to the Client;

(e) The information forming the basis of recommendations and decisions for the Financial Planning Services will be derived from sources which the Adviser believes are reliable, but the accuracy of such information cannot be guaranteed, and such information may or may have not been independently verified by the Adviser or persons acting on its behalf; and

(f) The Client represents that he or she is authorized and empowered to enter into this Agreement. If this Agreement is being signed on behalf of a corporation, partnership, trust or other business or legal entity, the Client represents that applicable law and governing documents authorize and permit this Agreement.

4. **Assignment**. This Agreement may not be assigned by the Adviser or the Client without the written consent of the other party.

5. **Termination**. This Agreement may be terminated by either party upon written notice to the other party. In the case of termination of this Agreement, any Hourly Fees and Retainer Fee due under this Agreement will be paid promptly by the Client to the Adviser.

6. **Limit of Liability.**

(a) Under this agreement, the Adviser has a fiduciary duty to the Client, which requires the Adviser to act in good faith with the degree of care, skill, prudence and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use, in providing investment advice and managing the Client's assets. The Client also has some responsibility. Specifically, if the Client provides the Adviser with written or oral instructions, the Adviser is entitled to rely on those instructions and is not responsible for any loss arising from following those instructions.

(b) Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and nothing in this Agreement shall constitute a waiver or limitation of any rights which the Client may have under applicable federal or state law.

7. **Confidentiality; Disclosure of Client Information.** Except as may be required by law, the Adviser will keep in confidence all personal and financial information the Client provides to the Adviser; provided, however, that Client authorizes the Adviser to make such information available to the Adviser's employees, affiliates, and other non-affiliated third parties as the Adviser deems necessary or advisable in its sole discretion to assist the Adviser in providing to the Client the services hereunder (including, without limitation, financial planning, review and administration).

8. **Communications and Electronic Delivery.**

(a) Unless otherwise specified herein, all communications contemplated by this Agreement shall be deemed to be duly given when received (i) by the Client from the Adviser orally; (ii) in writing by the Adviser at the Adviser's address; (iii) when deposited by the Adviser and sent by first class mail addressed to the Client at the Client's address; (iv) when delivered to the Client at an e-mail address specified by the Client from time to time (the "Email Address"), or (v) by the Adviser posting the communication on a web site to which the Client has password access (the "Web Site"). If this Agreement has more than one signatory, then the Client understands and agrees that the Adviser may provide, receive and accept communications to and from any such signatory, and that in such a case the Adviser has no duty or obligation to verify such communications with any other signatory to the Agreement.

(b) Notwithstanding any other provisions of this Agreement, the Client hereby acknowledges and agrees that, consistent with Section 8(a) above, the Adviser may deliver communications and documents by electronic means rather than orally or by traditional mailing of paper copies. By consenting to the electronic delivery of all information relating to the Financial Planning Services, the Client acknowledges possessing the technical ability and resources to receive electronic delivery of documents through the Email Address or a Web Site, and authorizes the Adviser to deliver all communications by e-mail to the Email Address, or by posting the communication on the Web Site. The Client further agrees that the Adviser may provide in any electronic medium (including via Email Address delivery or posting on a Web Site) any recommendation, disclosure or document that is required by applicable securities laws or this Agreement to be provided by the Adviser, and that use of any one method permitted under this Agreement for communications with the Client shall be sufficient to satisfy any delivery requirement hereunder. The consent granted herein will last until revoked by the Client. In the event that no Email Address is provided to the Adviser by the Client, then the Client agrees that the Adviser may deliver communications and documents orally or by traditional mailing of paper copies.

9. **Applicable Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Adviser and the Client agree that any appropriate state or any Federal Court located in or with jurisdiction over Washington County, Tennessee shall have exclusive jurisdiction of any case or controversy arising under or in connection with this Agreement and shall be a proper forum in which to adjudicate such case of controversy. The parties hereto consent to the jurisdiction of such courts.

10. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

11. **Severability.** Each section of this Agreement and any and every provision therein shall be severable from every other section of this Agreement, and any and every provision thereof, and the invalidity or unenforceability of any section or provision shall not affect the validity of any other section or provision of this Agreement.

12. **Validity**. If any part of this Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of this Agreement.

13. **Amendments**. Except for the Fee Schedule set forth on **Exhibit A** to this Agreement, which may be amended by the Adviser on 30 days' prior notice to the Client, this Agreement may not be amended unless the amendment is in writing and signed by the parties sought to be bound.

14. **Entire Agreement**. This Agreement represents our entire understanding with regard to the matters specified herein. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any party to any other party concerning the subject matter of this Agreement.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE
VALUES FIRST ADVISORS FINANCIAL PLANNING AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

_____	_____
Client Signature Date	Client Signature Date
_____	_____
Print Name	Print Name
_____	_____
VFA Officer Signature Date	VFA Officer Print Name

EXHIBIT A
VALUES FIRST ADVISORS FINANCIAL PLANNING AGREEMENT
Fee Schedule

1. The Adviser shall receive a Retainer Fee of $50 for each calendar year, or portion thereof. The Retainer Fee shall be payable in advance and shall be non-refundable to the Client.

2. The Adviser shall receive an Hourly Fee according to the below current hourly rate for all time spent by the Adviser dedicated to work on the Client's behalf ("Billable Time"). Billable Time shall include, without limitation, all time the Adviser spends with regard to Financial Planning Services on behalf of the Client. This may include, for example, time spent preparing the Client's financial plan, meetings with the Client, preparing for such meetings, and following up after such meetings. Billable Time will generally be affected by, among other things, the scope and complexity of services provided. The below applicable current hourly rate will be used to determine the Client's Hourly Fee:

Rate	**Current Hourly Rate**	**Criteria**
Admin Rate	$60	For all Billable Time by the Adviser's administrative staff (e.g., administrative assistants).
Rate Type 1	$300	For all Billable Time by an advisor not listed in Rate Type 2.
Rate Type 2	$400	For all Billable Time by a principal of the Adviser: Benji Nunn or Alex Ellis.

3. The Client will be billed for Billable Time in tenth of an hour increments (i.e., six-minute increments), rounded to the next increment, such that if any portion of a six-minute increment is Billable Time, the Client will be charged for the entire increment. For example, if the Adviser spends fifteen minutes of Billable Time, the Client will be charged for three six-minute increments (i.e., three tenths of an hour).

4. The Adviser will invoice the Client, and the Client hereby agrees to promptly pay the Adviser. Payment should be made payable only to Values First Advisors.

5. The Client understands and agrees that the Adviser may amend this **Exhibit A** on thirty (30) days' notice to the Client.

RELEASE OF INFORMATION AUTHORIZATON FORM

Complete this Release of Information Authorization Form ("Form") if you want to grant permission to Values First Advisors, Inc. (the "Adviser") to share confidential information with another party regarding your investment account(s), financial plan, and other financial information related to the advisory services we provide to you. This Form does not grant authority to anyone listed below to make account changes (e.g. distributions, trading, beneficiary changes, etc.). The instructions on this Form will remain in place until such time that you provide the Adviser a written notice of change.

I (we), the undersigned, hereby instruct the Adviser to add or remove the following person(s) or entity(ies) authorized to receive confidential information, as indicated below. If neither box is selected, I (we) authorize the Adviser to interpret the omission as an instruction to "Add." The contact information provided below is for identification purposes only and may be updated without requiring a new authorization form, provided the authorized person or entity remains the same.

1) ☐Add ☐Remove

Name: _____

Address: _____

Phone: _____

Email: _____

2) ☐Add ☐Remove

Name: _____

Address: _____

Phone: _____

Email: _____

3) ☐Add ☐Remove

Name: _____

Address: _____

Phone: _____

Email: _____

_____ _____

Client Signature Date Client Signature Date

_____ _____

Print Name Print Name