



CLEAR MONEY PATH

FINANCIAL CONSULTING AGREEMENT

This financial consulting agreement (the “Agreement”) is made on this _____ day of _____, 20____ between the undersigned party or parties,

CLIENT(s): _____ whose mailing address is _____

(hereafter referred to as the “you” or “your”), and Clear Money Path, a registered investment advisor, with its principal offices located at 619 Pine Street Suite B in Rolla, MO 65401 (hereinafter referred to as “us,” “we,” or “our”).

1. Financial Consulting Services. We shall provide you with the specific financial consulting services described in the attached Exhibit A. We shall discuss our recommendations, which may include topics such as insurance, taxes, retirement needs, investments, estate planning, etc. with you as described in Exhibit A. We shall not have custody of any of your assets. Any recommendations regarding investments will be provided on a non-discretionary basis. Accordingly, any such recommendations may be implemented, at your sole discretion, yourself or with the professional advisor(s) of your choosing (including your broker, accountant, attorney, etc.). You acknowledge that with respect to estate and/or tax planning, our role shall be that of a facilitator between you and your designated professional advisor(s). When performing services under this Agreement, we are neither your attorneys nor your accountants and no portion of the services rendered by us should be interpreted by you as legal, tax, or accounting advice. We recommend that you seek the advice of a qualified attorney and accountant.

2. Consulting Fee. Our fee for the services provided under this Agreement (“Consulting Fee”) shall be based on the fee schedule attached hereto as Exhibit B, which is payable upon receipt. An alternative method is 50% upon receipt and 50% upon completion of services.

In addition to our Consulting Fee, you may also incur certain charges that are imposed by unaffiliated third parties with respect to the assets or investments for which we are providing consulting services under this Agreement. Such charges include, but are not limited to, fees related to custodial fees, brokerage commissions, transaction fees, charges imposed directly by a mutual fund, index fund, or exchange traded fund, which shall be disclosed in the fund’s prospectus (e.g., fund management fees and other fund expenses), fees imposed by variable annuity providers and disclosed in the annuity contract, certain deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions.

3. Fiduciary Status and Receipt of Regulatory Disclosures. To the extent our consulting

services under this Agreement involve advice regarding securities, we shall be serving as a fiduciary under the Investment Advisers Act of 1940 (the “Advisers Act”).

You hereby acknowledge receipt of our Privacy Policy and a copy of our written disclosure statement set forth on Part II of Form ADV (Uniform Application for Investment Adviser Registration) or otherwise meeting the requirements of Rule 204-3 of the Advisers Act.

4. Risk Acknowledgement. We do not guarantee the future performance of any of your assets or accounts for which we provide consulting services under this Agreement, any specific level of performance, or the success of any investment recommendation or strategy that we may recommend. You understand that our advice and investment recommendations are subject to various market, currency, economic, political and business risks, and that the result of following our advice will not always be profitable.

5. Advisor Liability. Except for gross negligence or malfeasance, or violation of applicable law, neither we nor any of our partners, principals, employees or agents shall be liable hereunder or otherwise for any action performed or omitted to be performed or for any errors of judgment in performing services under this Agreement. The federal securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which you may have under any federal securities laws.

6. Proxies and Class Action Lawsuits. We shall not, and are precluded from: (a) directing the manner in which proxies solicited by issuers of securities you beneficially own shall be voted, and (b) making any elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings, class action lawsuits, or other type events pertaining to any securities for which we may provide advice under this Agreement.

7. Non-Exclusivity. You acknowledge and understand that we shall be free to render investment advice to others and that we do not make our services available exclusively to you. We (and our advisory affiliates, employees, representatives, and agents) may have or take the same or similar positions in specific investments for our own accounts, or for the accounts of other clients, as the positions we recommend to you; provided, however, nothing in this Agreement shall put us under any obligation to recommend to you the purchase or sale of any security which we (or our advisory affiliates, employees, representatives, and agents) may purchase or sell for our own accounts or for the account of any other client.

8. Notices. Any notice or correspondence required in connection with this Agreement will be deemed effective upon receipt if delivered to either party at their address listed above unless (a) either party has notified the other party of another address in writing or (b) you have consented in writing to receive such notice, correspondence, or other communication from us by electronic delivery (e.g., email).

9. Assignment. Neither party may assign this Agreement without the consent of the other party. Both parties acknowledge and agree that transactions that do not result in a change of actual control or management shall not be considered an assignment.

10. Confidentiality. Except as required by applicable law, rule or regulation, or in order to perform the services contemplated by this Agreement, the parties agree to treat information provided in connection with this Agreement as confidential.

11. Client Conflicts. If this Agreement is with more than one client, our services shall be based

upon the joint goals as communicated to us by the joint-clients, collectively. Thereafter, we are authorized to rely upon instructions and/or information we receive from either joint-client, unless and until such authorization is revoked in writing to us. We 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 joint-clients.

12. Arbitration. Subject to the conditions and exceptions noted below and to the extent not inconsistent with applicable law, in the event of any controversy, dispute or claim arising out of or relating to this Agreement, both parties agree to submit the dispute to arbitration before a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association then in effect. The prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses.

You understand that this Agreement to arbitrate does not constitute a waiver of your right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.

13. Death or Disability. If you are a natural person, your death, disability or incompetence will not terminate or change the terms of this Agreement. However, your executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving us proper written notice.

14. Client Representations and Warranties. You represent that you have the full legal power and authority to enter into this Agreement and that the terms of this Agreement do not violate any obligation or duty to which you are bound, whether arising out of contract, operation of law, or otherwise. If you are an entity (e.g., corporation, partnership, limited liability company, or trust), this Agreement has been duly authorized by the appropriate corporate or other action and when so executed and delivered shall be binding in accordance with its terms. You agree to promptly deliver such corporate resolution or other action authorizing this Agreement at our request.

You represent that you have provided us with current and accurate information with respect to the assets and accounts for which we shall provide services under this Agreement and that such information is a complete and accurate representation of your financial position and of your investment needs, goals, objectives, and risk tolerance at the time of entering into this Agreement. You also warrant that you will promptly inform us in writing if and when such information becomes incomplete or inaccurate or when there is a significant change in your financial circumstances or investment objectives that might affect the advice we shall provide under this Agreement.

You agree to provide us with any other information and/or documentation that we may request in furtherance of this Agreement or related to your investment needs, goals, objectives, and risk tolerance, either directly from you or through your designated attorney, accountant, or other professional advisors. You acknowledge that we are authorized to rely upon any information received from such attorney, accountant, or other professional advisor and are not required to verify the accuracy of the information.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all understandings, agreements (oral and written), or representations with respect to the subject matter hereof. This Agreement may only be amended, revised or modified with our written consent. Each party acknowledges that no representation, inducement or condition not set forth herein has been made or relied upon by either party.

16. Waiver. No failure by us to exercise any right, power, or privilege that we may have under this Agreement shall operate as a waiver thereof. Further, no waiver of any deviation from, or breach of, this Agreement by you shall be deemed to be a waiver of any subsequent deviation or breach.

17. Severability. If any provision of this Agreement is deemed to be invalid or unenforceable or is prohibited by the laws of the state or jurisdiction where it is to be performed, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative in such state or jurisdiction. The remaining provisions of this Agreement shall be valid and binding and of full force and effect as though such provision was not included.

18. Terms of Agreement and Termination. By entering into this Agreement you agree to comply with the terms and conditions contained herein, and agree and acknowledge that we have the right to modify this Agreement at any time. We will provide you with notice of any such modifications and such modification shall thereafter become effective unless you provide us with notice of your intention to terminate the Agreement. You further agree to abide by any rules, procedures, standards, requirements or other conditions that we may establish in connection with providing our services under this Agreement. This Agreement shall have an initial term of one-year, unless terminated by either party in writing as provided below. On the one-year anniversary date, and thereafter, this Agreement shall renew automatically without action by either party unless terminated pursuant to this Section 18. We shall contact you at least annually to review our previous services and/or recommendations and to discuss the impact resulting from any changes in your financial situation and/or investment objectives.

You shall have five (5) business days from the date of execution of this Agreement to terminate our services without penalty. This Agreement will continue in effect from the date set forth above and may be terminated at any time upon receipt of written notice to terminate by either party to the other, which written notice must be manually signed by the terminating party. Termination of this Agreement will not affect (i) the validity of any action previously taken by us under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) your obligation to pay us fees that have already been earned under this Agreement.

19. Governing Law, Venue, and Jurisdiction. To the extent not inconsistent with applicable federal law, this Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein or performance shall be governed or interpreted according to the laws of the State of Missouri without regard to choice of law considerations except for the Section entitled Arbitration, which shall be governed by the Federal Arbitration Act. Any action, suit or proceeding arising out of, under or in connection with this Agreement not otherwise submitted to arbitration pursuant to this Agreement shall be brought and determined in the appropriate federal or state court in the State of Missouri and in no other forum. The parties hereby irrevocably and unconditionally submit to the personal jurisdiction of such courts and agree to take any and all future action necessary to submit to the jurisdiction of such courts in any such suit, action or proceeding arising out of or relating to this Agreement.

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual or facsimile signature.

21. Section or Paragraph Headings. Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or in part any of the terms or provisions of this Agreement.

By each party executing this Agreement they acknowledge and accept their respective rights, duties, and responsibilities hereunder. This Agreement is only effective upon our execution below.

22. Referral Fees. If you were introduced to us through a solicitor, we may pay that solicitor a referral fee in accordance with Rule 206(4)-3 of the Advisers Act and applicable state securities laws. The referral fee shall be paid solely from the Advisory Fee as discussed above, and shall not result in any additional charge to you. If you were introduced to us through a solicitor, you acknowledge receipt of the written Solicitor Disclosure Statement disclosing the terms of the solicitation arrangement between us and the solicitor, including the compensation to be received by the solicitor from us.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

CLEAR MONEY PATH

Client(s)

X

By: Mark T Riefer

X

Client

X

Client

EXHIBIT A

Description of Services

We shall provide the following services to you (as marked below) in accordance to the Financial Consulting Agreement to which this Exhibit A is attached:

Financial Position

- Net Worth Statement
- Cash Flow Statement
- Debt Management

Insurance/Survivor Protection Review

- Life Insurance
- Disability Insurance
- Long Term Care

Tax Planning

- Strategy and Advice in concert with your tax professional

Retirement Planning

- Retirement Income Projection
- Retirement Strategy and Advice
- Business Succession Planning
- Executive Deferred Compensation Plans / Pension Payout Elections

Education Goal Planning

- Strategy and Advice

Investment Planning

- Asset Allocation / Portfolio review
- Investment Policy Statement

Distribution Planning

- Strategic Giving Plan and Advice
- Estate Planning Strategy and Advice

Other

- Survivor Binder (we will discuss this when we get together)
- _____

EXHIBIT B

Schedule of Fees

Our fee for services under the Financial Consulting Agreement to which this Exhibit B is attached is:

Financial Position \$ _____

Notes: _____

Insurance/Survivor Protection Review \$ _____

Notes: _____

Tax Planning \$ _____

Notes: _____

Retirement Planning \$ _____

Notes: _____

Education Goal Planning \$ _____

Notes: _____

Investment Planning \$ _____

Notes: _____

Distribution Planning \$ _____

Notes: _____

Other \$ _____

Notes: _____

Total: \$ _____

Retainer Planning Services Packages (to be determined at our meeting)

- Level 1: \$ 500 minimum annual retainer fee
- Level 2: \$ 1,000 minimum annual retainer fee
- Level 3: \$ 1,500 minimum annual retainer fee
- Level 4: \$ 2,000 minimum annual retainer fee

Retainer Customized Services Packages

Our clients' planning needs are unique. Our job is to help keep our clients keep moving in the right direction, and ***the objective of our financial planning business is to help our clients determine, every year, the ideal number of planning meetings that make their financial lives easier and most efficient.*** We offer 4 Levels of Financial Planning Packages, with each level corresponding to the number of planning meetings needed for the calendar year*.

□ *Level 1:*

(Typically for clients with a Net Worth over \$150,000). This level includes one annual planning meeting for updating our 24/7 planning tool and the client's Personal Finance Progress Report. (Estate Planning and Insurance is reviewed every 3 years). Additional services include a comprehensive Financial Statement and access to Clear Money Path's educational materials.

□ *Level 2:*

(Typically for clients with a Net Worth over \$500,000). This level includes 2 semi-annual planning meetings; one for updating our 24/7 planning tool and the Personal Finance Progress Report, and another for the Estate Planning and Insurance Progress Reports. Additional services include a comprehensive Financial Statement, access to the Clear Money Path's educational materials, coordination of strategies with their legal and tax professionals, and the Clear Money Path Survivor Binder.

□ *Level 3:*

(Typically for clients with a Net Worth over \$1,000,000). This level includes 3 planning meetings throughout the year for updating the 24/7 planning tool and the Personal Finance Progress Report; the Estate Planning and Insurance Progress Reports; and the Strategic Giving Plan. Additional services include a comprehensive Financial Statement, access to the Clear Money Path's educational materials, coordination of strategies with their legal and tax professionals, the Clear Money Path Survivor Binder, and comprehensive Data Aggregation across all financial accounts.

□ *Level 4:*

(Typically for clients with a Net Worth over \$1,500,000). This level includes the Level 3 planning meetings throughout the year, *and* the custom *Financial Retreat* meeting (which includes your legal and tax professionals and your Next Generation participation). Level 3 meetings include updating of: the 24/7 planning tool and the Personal Finance Progress Report, the Estate Planning and Insurance Progress Reports, and the Strategic Giving Plan. Additional services include a comprehensive Financial Statement, access to the Clear Money Path's educational materials, coordination of strategies with their legal and tax professionals, the Clear Money Path Survivor Binder, and comprehensive Data Aggregation across all financial accounts.

*All packages are *guidelines* for service levels and can be modified according to the changing needs of each client. For example, more complex planning may be needed at the beginning of the relationship, then become more straightforward as the consistency of the client's financial life unfolds.