



FINANCIAL PLANNING AGREEMENT

This financial planning agreement ("**Agreement**") is made on _____, 20____ between _____ and _____ ("**Client**" or "**you**") whose mailing address is _____ and whose email address is _____ and Demming Financial Services Corp., a registered investment adviser, whose mailing address is 13 New Hudson Road, Aurora, Ohio 44202 ("**we**," "**our**" or "**us**").

You and we agree:

1. Scope of Engagement

We will provide you with the Financial Planning Services as provided in this Agreement in Exhibit A. We will discuss our recommendations, which may include, but are not limited to, topics such as insurance, tax and cash flow needs, retirement, investments, education, estate planning, etc., with you. Our recommendations may be implemented, at your sole discretion, with the professional consultants of your choosing (including your broker, accountant, attorney, etc.). You acknowledge that with respect to estate planning and tax planning, our role will be that of a coordinator between you and your designated professional(s). When performing the Financial Planning Services under this Agreement, we are neither your attorneys nor your accountants and no portion of the financial plan or any Financial Planning Services rendered by us should be interpreted by you as legal or accounting advice. We recommend that you seek the advice of a qualified attorney and/or accountant.

Our Financial Planning Services under this Agreement do not include investment supervisory or investment management services, nor the regular review or monitoring of your investment portfolio. In the event that you want us to provide ongoing investment management services, such engagement will be set forth in a separate written agreement between us, for which services we will be paid a separate and additional fee. You are advised that a conflict of interest exists if we recommend our own services (or that of any of our Affiliates (as defined below) in their individual capacities) to implement any of our recommendations.

We will provide the Financial Planning Services on an ongoing basis, subject to the termination provisions of this Agreement.

2. Fees.

Our fees ("**Fees**") for the Financial Planning Services are set forth on Exhibit A.

3. Risk Acknowledgement/Advisor Liability.

We do not guarantee the results of any of our recommendations, any specific level of performance, or the success of our overall Financial Planning Services. You are free to obtain legal, accounting, and brokerage services from any professional source to implement our recommendations. You are free at all times to accept or reject any recommendation from us, and you acknowledge that you have the sole authority with regard to the implementation, acceptance, or rejection of any recommendation or advice from us. Our recommendations are subject to various market, currency, economic, political and business risks. Investment decisions will not always be profitable.

Except as otherwise provided by law, neither we nor any of our Affiliates (as defined below) will be liable for (a) any loss arising from any recommendations made or other action taken or omitted in good faith by us with the degree of care, skill, prudence, and diligence that a person acting in a fiduciary capacity would use under the circumstances; (b) any loss arising from adhering to your written or oral instructions; or (c) any act or failure to act by you and/or any third party that implemented our recommendations. Our "Affiliates" include: (a) our officers, partners or directors (or persons performing similar functions); (b) our employees and representatives; and (c) persons directly or indirectly controlling us or controlled by us (as "control" is defined in the Investment Advisers Act of 1940, as amended).

You recognize that the financial plan described in this Agreement involves our judgment and views regarding the economy and the securities markets. Like all predictions of future events, results cannot be guaranteed. We will not be liable for any action performed or omitted to be performed or for any errors of judgment or mistake in preparing your financial plan, in the absence of malfeasance, gross negligence or violation of applicable law. Nothing in this Agreement will waive or limit any rights that you may have under applicable federal or state securities laws.

4. Indemnification.

You will defend, indemnify and hold us and our Affiliates harmless from all obligations, costs, fees, losses, liabilities, claims, judgments, actions, damages and expenses, including but not limited to attorneys' fees, expenses and court costs, paid, suffered, incurred or sustained by us or our Affiliates arising out of or in connection with any misrepresentations or omissions made by you in this Agreement, any inaccuracies in the information that you provide to us, or any instructions that you provide to us in connection with the services provided under this Agreement.



5. Non-Exclusivity.

You acknowledge that the Financial Planning Services provided to you under this Agreement are non-exclusive and will be offered on a continuing basis to others. Advice given to you may differ from that provided to other clients.

6. Authority.

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 subject or bound, whether arising out of contract, operation of law, or otherwise. If you are an entity, this Agreement has been duly authorized by appropriate entity action and when executed and delivered will be valid and binding in accordance with its terms. At our request, you will promptly deliver a corporate resolution or other action authorizing this Agreement.

7. Information and Confidentiality

You will provide us with any information and documentation that we may request in connection with this Agreement or otherwise related to the Financial Planning Services. You acknowledge that we cannot adequately perform the Financial Planning Services for you unless you diligently perform your responsibilities under this Agreement in a timely manner. We are not required to verify the accuracy of the information.

The information you provide us in connection with this Agreement is confidential. Pursuant to our privacy policy, we will not disclose it, except in limited circumstances. Typically, we only disclose the information as permitted by law, or as needed, to perform the services contemplated by this Agreement. Please see our Privacy Policy Notice for details regarding how we protect your non-public personal information.

8. Joint Client.

If this Agreement is with more than one client, we will base our services on your joint goals as collectively given to us. We may rely on instructions and information we receive from any of you. We are not accountable for any change in the relationship between you and can continue to act on the instruction of any of you as long as this Agreement remains in effect.

9. Receipt of Disclosures.

You acknowledge receipt of our Privacy Policy Notice, written disclosure brochure as set forth on Part 2A of Form ADV and all accompanying appendices, our brochure supplement(s) as set forth on Part 2B of Form ADV (if applicable), or another document meeting the disclosure requirements of applicable federal or state law.

10. Death or Disability.

If you are a natural person, your death, disability or incompetence will not 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.

11. Terms of Agreement and Termination.

We have the right to modify this Agreement at any time. We will provide you with notice of each modification. A modification will become effective unless you provide us with notice of your intention to terminate the Agreement. You will abide by any rules, procedures, standards, requirements or other conditions that we establish in connection with this Agreement.

This Agreement may be terminated at any time upon receipt of written notice to terminate given by either party to the other. Termination of this Agreement will not affect (a) the validity of any action previously taken under this Agreement; (b) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (c) your obligation to pay us fees that have already been earned under this Agreement. Upon the termination of this Agreement, we will not have a continuing obligation to take any action.

If you terminate this Agreement, we will promptly repay you any unearned portion of the Fees and you will promptly pay us any unpaid but earned Fees, as appropriate.

12. Notices

Any notice or other communication given to a party in connection with this Agreement will be in writing and will be deemed effective upon receipt, if delivered to such party at its mailing or email address listed above (or to a substitute address properly given). It is your responsibility to immediately review all communications, including emails, and to advise us of any discrepancies.

You hereby consent to receiving communications from us by email or other electronic delivery without also receiving paper copies. Your consent may be revoked at any time by informing us in writing. By sending or receiving sensitive or confidential electronic communications, you accept the risks and possible lack of confidentiality over the Internet. You agree to hold us and our Affiliates, successors and assigns free from any damages related to or arising from the delivery of electronic communications.



13. Arbitration.

To the extent permitted by law, any controversy, dispute or claim arising out of or relating to this Agreement will be submitted to arbitration before a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association. The prevailing party will be entitled to reasonable attorneys' fees, costs and expenses.

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.

14. Assignment.

Neither party may assign this Agreement without the consent of the other party. Transactions that do not result in a change of actual control or management will not be considered an assignment.

15. Governing Law, Venue, and Jurisdiction.

Except for the Section entitled Arbitration, which will be governed by the Federal Arbitration Act, to the extent permitted by law, this Agreement and any dispute, disagreement, or issue of construction or interpretation whether relating to its execution, its validity, the obligations provided herein, or performance will be governed by the internal laws of the State of Ohio (the "Governing Jurisdiction") without regard to choice of law considerations.

Any action, suit or proceeding arising out of, under or in connection with this Agreement seeking an injunction or not otherwise submitted to arbitration pursuant to this Agreement will be brought and determined in the appropriate federal or state court in the Governing Jurisdiction 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 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.

16. Miscellaneous.

This Agreement and the Exhibits are the entire agreement between the parties and supersedes all understandings, agreements (oral and written), and representations with respect to the subject matter of this Agreement. This Agreement may only be amended or modified with our written consent. Neither party has made or relied on any representation, inducement or condition not in this Agreement.

No failure by us to exercise any right, power, or privilege will operate as a waiver thereof. No waiver of any breach of this Agreement by you will be deemed to be a waiver of any subsequent breach.

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 will be considered divisible as to such provision and such provision will be inoperative in such state or jurisdiction. The remaining provisions of this Agreement will be valid and binding and of full force and effect as though such provision was not included.

Section headings have been inserted for reference only and will not be deemed to limit or otherwise affect, in any manner, or be deemed to interpret in whole or in part any of the terms or provisions of this Agreement.

Any reference to an exhibit in this Agreement will be to the exhibit, as amended and restated from time to time.

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

By executing this Agreement, each party acknowledges and accepts its respective rights, duties, and responsibilities hereunder. This Agreement will not be binding on us, unless and until signed by us.

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



Client Name

Date

Client Name

Date

Demming Financial Services Corp.

By:

Name of Firm Signatory, Title

Date

Scope of Services and Fees

SERVICES

We will provide the following Financial Planning Services to you in accordance to the Financial Planning Agreement to which this Exhibit A is attached:

- Review your over-all financial circumstances and provide an analysis relating to your financial goals, assets and liabilities, and formulate a plan regarding investments, estate planning and insurance programs.
- For the first year, we will provide an initial comprehensive plan to you.
- After the initial plan is provided to you, we will provide review services periodically upon your request. Such review services shall include being available to you during the year to meet with you and answer your questions. These periodic reviews may or may not result in the preparation of a written report.

FEES

We will provide the Financial Planning Services on an ongoing basis, subject to the termination provisions of this Agreement. Our annual retainer for our Financial Planning Services, as described above, will range from \$500 to \$1,500 dependent upon the complexity. You understand that the fee is a retainer and is not the total compensation that we may earn from the services we provide you. Our hourly fees range from \$50 to \$200 depending on the professional providing the services. DFSC may offset all or a portion of its retainer.

PAYMENT METHOD

Please initial or check one:

_____ Direct Debit Option: You authorize us to deduct the fees directly from the account(s) over which we are providing you with investment management services pursuant to the Discretionary or Non-Discretionary Investment Management Agreement you have entered into with us.

_____ Invoice Option: We will send you an invoice for our fees.