



FINANCIAL PLANNING & CONSULTING AGREEMENT

The undersigned party (herein referred to as "Client") enters into this Financial Planning & Consulting Agreement ("Agreement") dated _____ (the "Effective Date") with Caplo Advisory LLC ("Caplo"), a Registered Investment Adviser located at 2901 Rusk St. Suite C, Houston, TX 77003, United States.

Financial Planning & Consulting Services

Caplo provides various financial planning and consulting services based on the Client's current financial circumstances and the Client's financial and personal 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. Caplo will summarize its services to the Client in a written plan, which will typically include general recommendations for a course of action or specific actions to be taken by the Client. Implementation of the recommendations will be at the Client's discretion. Caplo provides its financial planning and consulting services on a hourly project basis.

Caplo will provide financial planning and/or consulting services in the areas specified below:

- | | | |
|--|--|---|
| <input type="checkbox"/> Personal Financial Planning | <input type="checkbox"/> Retirement Planning | <input type="checkbox"/> Mortgage/Debt Analysis |
| <input type="checkbox"/> Budgeting | <input type="checkbox"/> Education Planning | <input type="checkbox"/> Investment Planning |
| <input type="checkbox"/> Cash Flow Planning | <input type="checkbox"/> Estate 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"/> Lines of Credit Analysis | <input type="checkbox"/> Business Financial Planning | <input type="checkbox"/> Business Tax Planning |
| <input type="checkbox"/> _____ | <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |

Caplo does not render tax advice but provides planning when suitable as it relates to tax liability minimization strategies.

Client's Responsibilities

The Client represents and confirms that the Client is authorized to engage in this Agreement with Caplo. In order to produce an accurate and useful plan, Caplo 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 the Client's circumstances. The Client understands that Caplo's performance of the services agreed to under this Agreement is dependent upon the Client providing current and complete copies of the requested information. The Client agrees to promptly notify Caplo if there are any changes in the Client's financial situation or investment objectives or if the Client wishes to impose any reasonable restrictions upon Caplo's financial planning services.

Fees and Expenses

The Client agrees to pay Caplo a fee for the financial planning and/or consulting services provided under this Agreement. Caplo's financial planning and consulting services are available on an hourly basis. The fees are set forth in Exhibit A, pursuant to the terms of this Agreement and the terms set forth in Exhibit A. All fees may be negotiable depending upon the complexity of the Client's circumstances and are due within thirty (30) days from the Client's receipt of the relevant invoice.

Caplo Advisory LLC

Caplo may amend the fees outlined in Exhibit A if Caplo provides the Client with written notice of the amendment 30 days in advance.

Non-Exclusivity

The Client understands that Caplo provides investment advisory and financial planning and consulting services to multiple clients with different economic needs and agrees that Caplo may give advice and take action concerning any of its other clients, which may differ from the advice given or the timing or action taken regarding the Client's Account. Nothing in this Agreement shall put Caplo under any obligation to purchase or sell, or to recommend for purchase or sale for the account, any securities which Caplo, its employees, affiliates, representatives, or agents, may purchase or sell for themselves or for the account of any other client unless, in Caplo's determination, such investment would be in the best interest of the Client.

Implementation

The services provided under this Agreement are limited to recommending strategies for the Client to consider in achieving the Client's financial objectives. The Client is under no obligation to purchase any financial product or service from Caplo during or after this planning process.

At the Client's request, Caplo will assist in the facilitation of the implementation of the written financial plan with the Client's attorney, tax accountant, and any other professional advisors.

Risk Acknowledgment

Caplo does not guarantee any specific level of performance of any recommendations made. The Client understands that recommendations and strategies made as part of the plan created for the Client are subject to various markets, currency, economic, political, and business risks, and that those investment decisions will not always be profitable.

Liability

The Client recognizes that recommendations made by Caplo are opinions only and that Caplo cannot guarantee any level of performance. All investments have a potential risk of loss that the Client must understand and be willing to bear before implementing any of Caplo's recommendations. It is further understood that neither Caplo nor any of its employees are qualified to render legal services or prepare legal documents.

The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith. Therefore, this Agreement does not constitute a waiver of any of the Client's legal rights under common law or Federal and State securities laws.

Non-Waiver of Compliance

Nothing in this Agreement may be interpreted to waive or limit any obligation of Caplo to comply with the Advisers Act or any rights that the Client may have under applicable Federal and State securities laws, rules, and regulations.

Termination; Cancellation; Assignment

For hourly planning services, this Agreement will terminate upon plan delivery. In any case, either party may terminate the Agreement at

Caplo Advisory LLC

any time by giving thirty (30) days signed written notice to the other party. In the event that either party terminates this Agreement, any fees will be prorated to the date of termination, and the Client will be refunded any unearned portion of those fees. The Client will be responsible for any earned portion of those fees based on an hourly rate and work completed.

Neither the Client nor Caplo may assign this Agreement without the express prior written consent of the other party, within the meaning of the Advisers Act and/or any applicable state securities law.

Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Texas without giving effect to its conflict of laws principles. The Agreement shall be interpreted in a manner consistent with federal and state securities laws, and nothing in this Agreement shall be construed in any manner inconsistent with such laws or any rule, regulation, or order promulgated thereunder and applicable to Caplo.

Disclosures

Client acknowledges receipt of Part 2 of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Part 2A Appendix 1 of Form ADV, if the client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment adviser, then the client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

Privacy Policy

The Client has received and reviewed a copy of Caplo's Privacy Policy detailing how Caplo protects the Client's non-public personal information. Except as otherwise agreed in writing, or as required by law, Caplo will keep confidential all information concerning the Client's identity, financial affairs, and investments, provided, however, that the Client authorizes the Caplo to contact the Client's accountants, attorneys, and other consultants as deemed necessary by the Advisor.

Arbitration Agreement

Conforming to applicable law, the Client and Caplo agree to settle by arbitration any controversy between themselves and/or any officers, directors, employees, or agents of Caplo relating to this Agreement, this account, or any account transactions or in any way arising from the Client's relationship with Caplo. The parties further agree that this arbitration shall be conducted in accordance with the rules of the American Arbitration Association ("AAA") and shall be submitted to the AAA for resolution if the AAA accepts jurisdiction.

By signing this Agreement, the Client and Caplo understand and agree that: (i) The parties are giving up the right to sue each other in court, including the right to a trial by jury, but this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under federal securities laws, including but not limited to the Advisers Act; (ii) Arbitration awards are generally final and binding, and a party's ability to have a court reverse or modify an arbitration award is very limited; (iii) The parties' ability to obtain pre-arbitration discovery including documents, witness statements, or other discovery is more limited in arbitration than in court proceedings; (iv) The arbitrators do not generally have to explain the reason(s) for their award and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited; (v) The list from which the arbitrators are

Caplo Advisory LLC

selected may include a minority of arbitrators who were or are affiliated with the securities industry; (vi) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration; (vii) The rules of the arbitration forum in which the claim is filed, and any amendment thereto are incorporated into this Agreement; (viii) The arbitration will be under the Federal Arbitration Act; (ix) Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction; and (x) This predispute arbitration agreement shall survive the termination of this Agreement or services under this Agreement.

The Client acknowledges and agrees that it has had a reasonable opportunity to review and consider this arbitration provision before executing this Agreement.

Any arbitration is voluntary, and the parties understand that, by agreeing to arbitrate their disputes, they are not waiving any rights under the Advisers Act and/or any applicable Federal or State securities laws.

Death and Disability

The Client's death, disability, or incompetency will not automatically terminate or change the terms of this Agreement. However, the Client's executor, personal representative, guardian, attorney-in-fact, or other authorized representative may terminate this Agreement by giving written notice to Caplo. The Client recognizes that the Custodian may not permit any further account transactions until the Client's representative provides any documentation required to establish authority regarding the Client's account.

Notices and Consent to Electronic Delivery

Any notice given to a party under this Agreement (including notices, instructions, and directions related to changes in the Client's investment objectives) must be in writing and shall be effective upon receipt by the other party if delivered to the party at its mailing or email address specified in this Agreement. By signing this Agreement, the Client hereby consents to communications from Caplo via email without also receiving written copies from Caplo. The Client may revoke this consent to email delivery at any time by providing advance written notice to Caplo. The Client acknowledges and agrees that it must inform Caplo in writing of any changes to the Client's email address. Client must send to Caplo all notices, correspondence, or other communication electronically to info@caploadvisory.com.

Entire Agreement and Amendment

This Agreement contains the entire agreement and understanding between the Client and Caplo with respect to the subject matter hereof and supersedes all prior written agreements and understandings with respect thereto. This Agreement may only be amended or modified, and the terms hereof may only be waived upon written agreement of all parties hereto or, in the case of a waiver, by the party entitled to the benefit of the terms being waived.

Acknowledgment

By executing this Agreement, the parties acknowledge, accept, and agree to their respective rights, duties, and responsibilities.

By executing this Agreement, the Client acknowledges receipt of Caplo's Form ADV Part 2A, a copy of the Agreement signed by both parties, and a copy of Caplo's Privacy Policy.

Caplo Advisory LLC

Client's Signature

Date

Client's Name (Print)

Client's Signature

Date

Client's Name (Print)

Client's Address:

Client's Email

Caplo Advisory LLC

John P. Capistran, Managing Member

Date

FEE SCHEDULE

The Client agrees to pay Caplo a Financial Planning & Consulting Fee ("Fee") for financial planning and/or consulting services outlined in the Agreement, determined, calculated, and payable as follows.

Financial Planning and Consulting Fee Schedule	
Hourly	\$350 per hour

Fees are assessed on an hourly basis. Hourly fees will be invoiced upon completion of the financial plan or the rendering of consulting services with a thirty (30) day written notice. Caplo will not require a fee of \$500 or more to be paid 6 months or more in advance.

Hourly Engagement: Hourly Fee \$ _____

The agreed-upon fee can be paid via check (made payable to Caplo) or by direct invoicing via an electronic payment processor.

By signing this Exhibit, the Client and Caplo agree to the above-described calculation and procedures for paying the Fee due to Caplo for services provided under the Agreement.

Client's Signature

Date

Client's Name (Print)

Client's Signature

Date

Client's Name (Print)

Caplo Advisory LLC

John P. Capistran, Managing Member

Date