

Brightworks Financial Planning

CLIENT AGREEMENT FOR FINANCIAL PLANNING SERVICES

Our Agreement

This agreement sets forth the terms under which Brightworks will provide financial planning services to the undersigned client (“you”).

You wish us to prepare the following type of financial plan for you (check type that applies):

- Comprehensive Planning
- Situational Planning (please check those that apply):
 - Estate Planning
 - Business Continuity Planning
 - Investment/Retirement Planning
 - Employee Benefit Planning
 - Investment Allocation Planning

We will use our best efforts to prepare a financial plan that, based on information from you, will study your current financial circumstances, help you identify and analyze your financial needs and goals, and propose strategies to help meet your personal financial goals (the “plan”).

Our role under this agreement is completed once we have delivered and explained your plan to you and you have paid the entire planning fee.

After the implementation phase of your plan, typically 1-3 months, you may contract with us, using a quarterly retainer that provides ongoing support, for intermediate and long-term goals.

- You wish to contract with us using a quarterly retainer

For a separate fee, you may contract with us to review or update your plan or to consider whether and how your plan should be redirected because of changes in the economy or in your personal or financial situation.

- You wish us to review and/or update your plan

Brightworks' Role

We will work with you to collect and summarize your personal and financial data to help you ascertain your financial needs and goals, to review with you your current financial situation in light of those needs and goals and to develop a plan summarizing this material and suggesting strategies you may use to pursue your financial goals. In providing these services, your Brightworks Financial Planner will not make recommendations on specific investments or products or analyze particular securities. Rather, plan recommendations will be general and strategic in nature, based principally on your current financial situation and your stated goals and objectives.

The plan is tied to a specific time period and to the data you provide to us.

Your plan will be based on the information you provide, the completeness and accuracy of which is important and is your responsibility. Your Brightworks Financial Planner will rely on the completeness and accuracy of this information and will not verify it independently. You understand that we cannot predict how future developments may affect plan recommendations, and that we are not obligated to update the plan or make additional recommendations after we have finished our role under this agreement. Your planning process should be completed within 30 days of receiving final recommendations.

Confidentiality

We will keep in confidence all personal and financial information that you give us and use it only in preparing your plan. Except as required by law, we will not use the information you provide to us for any other purpose or make it available to other parties without your consent. In certain situations, it may be necessary to provide limited information to our affiliated companies for the specific purpose of suggesting possible investment and insurance products or services to you and in coordinating any products or services we may offer or provide to you.

You have the absolute right to choose whether, how, and with whom to implement your plan.

You decide whether, how and with whom you will implement your plan. You may accept or reject any or all plan recommendations. Although we are prepared and want to help you gain access to investment and insurance products and services, you are free to obtain them from any source you choose. No matter whom you choose to help implement your plan, you should carefully consider all relevant factors in making product decisions and consult with your attorney, accountant, and other professional advisors.

Our Role in Implementing Your Plan

When suggesting possible investments or other financial solutions to you after our role under this agreement is completed, we will consider products and services available through Brinker Capital, and others by third parties. When suggesting products, we will be acting as a solicitor for Brinker Capital or an insurance agent, not as your financial planner. Brightworks Financial Planning may be compensated for the sale of these products and services, and this compensation will be separate from the plan fee you pay under this agreement. When providing other, separate services to you, Brinker Capital

(through your Brightworks Financial Planner) may give you additional analyses, reports and proposals for consideration. These are not part of our services under this agreement, even though that may include information derived from or contained in the plan we prepare for you. You will also be asked to complete another client agreement specifically related to the investment with Brinker Capital or Ameritas Variable No-Load Annuity.

Assignability

We agree not to assign our duties and responsibilities under this agreement to any other party without your written consent. You understand however that your Financial Planner may solicit the involvement and support of any of our Brightworks Financial Planning assistants in the development and presentations of your plan, depending on their individual expertise.

Governing Law and Amendments

This agreement will be governed in accordance with the internal laws of the state of South Carolina. This agreement is the sole and entire agreement between you and us with respect to financial planning. This agreement can be amended only by a written amendment signed by both you and Brightworks

Limit On Liability

We will seek both to perform our services under this agreement in a professional and timely manner and to correct any errors you call to our attention. We are not responsible, however, for errors resulting from incomplete or inaccurate data you provide to us or for and indirect or consequential damages resulting from the implementation of your plan. You understand that all investments, including insurance products, involve risk (the amount of which may vary significantly), that performance can never be predicted or guaranteed, and that the value of your portfolios and investments will fluctuate due to market conditions and other factors.

Arbitration

You hereby agree to settle by arbitration any controversy between you and Brightworks, or its affiliates, or its or their respective directors, officers, employees, representatives, or agents, which controversy arises out of this or any other agreement between you and Brightworks, which relates to your account or transactions, or which in any way arises out of your relationship to Brightworks. Such arbitration will be conducted by, and according to the securities arbitration provision rules and regulations of, the Financial Industry Regulation authority ("FINRA"). Either you or Brightworks may initiate arbitration by filing a written claim with FINRA. Any award the arbitrator makes will be final and binding, and judgment on it may be entered in any court having jurisdiction. This arbitration provision will be enforced and interpreted exclusively in accordance with applicable Federal Laws of the United States, including the Federal Arbitration Act. Any cost, fees or taxes involved in enforcing the award will be fully assessed against and paid by the party resisting enforcement of such award.

The above arbitration language does NOT waive any rights the client may have under federal and state securities law.

Plan Fees

You agree to pay Brightworks a fee for us to prepare your plan. This fee is based on the nature and scope of the plan you have requested and the complexity of your situation as assessed by your Brightworks Financial Planner. This fee covers only the preparation of your financial plan, not any advice or other products or services in connection with the implementation of your plan or the cost of other financial professionals whose advice you may seek out in connection with your plan. (Your check should be made payable to Brightworks LLC).

- You have agreed to pay the total fee of \$_____ upon signing this document.
- You have agreed to pay a quarterly retainer fee of \$_____ for financial planning services.
- You have agreed to pay \$_____ upon signing this document and the remainder \$_____, when we deliver the plan to you. This second fee may be waived, subject to implementation.
- You have agreed to a flat fee of \$ _____ for establishing and helping you implement your asset allocation model.
- You have agreed to an annual review of your investment allocation and fund analysis for \$_____.
- Brightworks may provide hourly planning services for clients who need advice on a limited scope of work. The hourly rate for limited-scope arrangements is \$250.

If significant new information impacting the scope of our planning effort surfaces after you have signed the Agreement, it may be necessary to increase the fees and amend this Agreement accordingly.

Termination

If you choose, you may terminate this Financial Planning Agreement. Brightworks will refund the money you have paid, less a charge for work done prior to the receipt of the termination in writing.

If you are dissatisfied with your plan, we ask that you contact Brightworks so that we may first try to rectify your dissatisfaction. If you remain dissatisfied, Brightworks may, in its sole discretion, refund all or a portion of the fee, which you have paid.

Disclosure

By signing below, you acknowledge (1) having received Part 2 of the Brightworks Form ADV and (2) that you understand and agree to all the terms contained in this Agreement

and Part 2 of Form ADV and any supplemental disclosure material that applies to the services you selected. The Brightworks Form ADV 2 can also be viewed on our web site at www.BrightworksFP.com

Check here if you wish to “opt out” (not receive) the current or all future form(s) ADV Part 2 by email. _____

Name of Client 1: _____

Name of Client 2: _____

Client #1 Signature _____ Date _____

Client #2 Signature _____ Date _____

Street address: _____

City: _____ State: _____ Zip Code: _____

Name of Financial Planner: Forest W. Dutton, MBA

Name of Registered Investment Advisory Firm: Brightworks Financial Planning, LLC

Signature _____ Date _____