

## PlanVision Guidance Terms and Conditions



By purchasing the service, Client acknowledges acceptance of the Terms and Conditions (T&C) below and retains PlanVision to provide the selected services described in the Terms and Conditions.

1. **Financial Planning Services.** Financial planning services will focus on one or more specific areas of concern to Client. Client should be aware that other important issues may be taken into consideration when PlanVision analyzes or develops recommendations as part of a plan developed to address Client's specific area(s) of concern. Financial plans prepared by PlanVision under these T&C can typically include general recommendations or individual securities.
2. **Investment Guidance Services.** When Client does not need a financial plan, PlanVision can provide investment recommendations for client.
3. **Fees.** Fee charged by PlanVision is \$489 for US Based clients and \$299 for non-US Based clients for the first 12 months of guidance. Non-US Based clients that need a financial projection in addition to investment guidance will pay an additional one-time fee of \$100. After 12 months, billing will change to monthly payments of \$8. PlanVision does not notify client of commencement of monthly payments. Client can terminate service at any time. After termination, to restart service client will begin a new 12 month period for whatever the first year rate is at that time.

### *Payment Options*

Client will pay the fees owed for the financial planning and investment consulting services provided under these T&C by submitting payment directly with credit or debit card.

### *Other Fee Terms*

Fees charged by PlanVision under these T&C will not be based on the capital gains or the capital appreciation of Client's account(s).

4. **Client's Responsibilities & Conflicts of Interest.** Client will provide PlanVision with the necessary information requested by PlanVision. Such information to be provided by Client will include, but is not limited to, Client's current financial status, future goals and attitudes towards risk. The financial planning and consulting services will be based on Client's individual financial needs and circumstances disclosed by Client. Because the financial planning and consulting services will be based on the information that Client provides to PlanVision, the completeness and accuracy of the information provided by Client is very important. Client will provide PlanVision all requested information and required documents that PlanVision may reasonably request in order to permit a complete evaluation and preparation of the recommendations for Client. PlanVision will not be responsible for the verification of the information and documentation provided by Client or Client's outside professionals.

When providing services under these T&C to Client, PlanVision may consult with attorneys, accountants or other outside professionals. To the extent PlanVision engages such an outside professional, PlanVision will be responsible for the payment of the fees for the services of such an outside professional, and Client will not be required to reimburse PlanVision for such payments. To the extent Client engages such an outside professional, Client will be responsible for the payment of the fees for the services of such an outside professional, and PlanVision will not be required to reimburse Client for such payments.

By executing these T&C, Client authorizes PlanVision to enter into such T&C and make such representations as may be necessary or proper in connection with the performance of its duties under these T&C.

Client will have the sole responsibility for determining whether to implement the financial planning and financial consulting recommendations. Client understands that the services of PlanVision under these T&C do not include the ongoing monitoring and review of Client's assets or the implementation of any recommendations made by PlanVision. Should Client choose to implement the financial planning or financial consulting recommendations, PlanVision recommends that Client work closely with Client's attorney, accountant, insurance agent, broker-dealer and/or investment adviser.

5. **Non-Exclusive Relationship.** Client acknowledges and agrees that PlanVision may provide services to other clients and receive fees for such services. The advice given and the actions taken with respect to such clients and the accounts owned by PlanVision and its associated persons may differ from advice given with respect to Client.
6. **Basis of Advice.** Client acknowledges that PlanVision obtains information from a wide variety of publicly available sources. PlanVision does not have, nor does it claim to have, sources of inside or private information. The recommendations developed by PlanVision are based upon the judgment of PlanVision. PlanVision cannot guarantee the results of its recommendations. Client at all times can elect unilaterally to follow or ignore completely, or in part, any information, recommendation or advice given by or under these T&C.
7. **Risk.** PlanVision **cannot** guarantee that its services, recommendations, or strategies will be successful. Investments are subject to various market, currency, economic, political and business risks, and investment recommendations by PlanVision will **not** necessarily be profitable. PlanVision **cannot** guarantee or promise any future performance or return of Client's investments. Client represents that no party has made any guarantee, either oral or written, that Client's investment objectives will be achieved.

Client recognizes that the services described in these T&C involve the judgment of PlanVision and the views of PlanVision regarding the economy and the securities markets, like all predictions of future events, cannot be guaranteed to be accurate. Client represents that no party to these T&C has made any guarantee, either oral or written, that the Client's investment objectives will be achieved. PlanVision will not be liable for any action performed or omitted to be performed or for any errors of judgment or mistake in preparing the financial plan, in the absence of malfeasance, negligence, or violation of applicable law. Nothing in these T&C will constitute a waiver or limitation of any rights which the Client may have under applicable state or federal law, including without limitation the state and federal securities laws.

8. **Assignment.** These T&C cannot be assigned or transferred in any manner by any party without the consent of all parties receiving or rendering services under these T&C.
9. **Termination of Financial Planning Services.** The financial planning services are ongoing. The financial planning services will terminate upon either party providing written notice of termination to the other party.
10. **Standard of Liability.** Except as may otherwise be provided by law, PlanVision will not be liable to Client for any loss that Client may suffer as a result of good faith decisions or actions of PlanVision when PlanVision exercised the degree of care, skill, prudence and diligence that a prudent person acting in a fiduciary capacity would use. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and these T&C do not waive or limit Client's rights under those laws.
11. **Confidentiality.** Any non-public information about Client will be treated as confidential and will not be disclosed to third parties except as required by law or to effectuate the services under these T&C. Any disclosure by PlanVision to third parties of non-public information provided by Client will be made in accordance with applicable law and the privacy policies of PlanVision as may be amended from time to time.

- 12. Notice.** Any notice or other communication required or permitted to be given pursuant to these T&C will be deemed to have been duly given when delivered by e-mail. All notices or communications to the Client will be sent to the email of the client.
- 13. Applicable Law.** These T&C will be construed under the laws of the state of Client's primary residence. However, nothing in these T&C will be construed contrary to the Investment Advisers Act of 1940, the Minnesota Securities Act or any rule thereunder.
- 14. Entire T&C.** The T&C represent the entire understanding between the parties with regard to the matters specified herein. No other T&C, 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 these T&C.
- 15. Validity.** If any part of these T&C is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of these T&C.
- 16. Amendments.** PlanVision will have the right to amend these T&C by modifying or rescinding any of its existing provisions or by adding new provisions.
- 17. Representations.** PlanVision represents that it is registered as an investment adviser and is authorized and empowered to enter into these T&C. Client represents that he or she is authorized and empowered to enter into these T&C. If these T&C are being signed on behalf of a corporation, partnership, trust or other business or legal entity, Client represents that applicable law and governing documents authorize and permit these T&C.
- 18. Client Conflicts.** If these T&C are between PlanVision and related or joint clients (i.e. husband and wife, life partners, etc.), PlanVision's services will be based upon the joint goals communicated by Client to PlanVision. PlanVision will be permitted to rely upon instructions from either party with respect to disposition of the Account, unless and until such reliance is revoked in writing to PlanVision. PlanVision will not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the clients.
- 19. Electronic Delivery.** Client authorizes PlanVision to deliver, and Client agrees to accept, all required regulatory notices and disclosures, as well as all other correspondence from PlanVision, via electronic mail. Information and documents provided by PlanVision will include, but are not necessarily limited to, Form ADV updates and offers, account reports prepared by PlanVision, PlanVision's annual Privacy Policy Notice delivery, and written communications from PlanVision. PlanVision may receive, via electronic means, Client's consent to assignment of these T&C. PlanVision will have completed all delivery requirements upon the forwarding of such document, disclosure, notice and/or correspondence to Client's last provided email address. .
- 20. Acknowledgement of Receipt of Disclosure Documents and Privacy Policy Notice.** Client will receive the Form ADV Part 2A Disclosure Brochure of PlanVision and the Form ADV Part 2B Brochure Supplement for Client's investment adviser representative upon purchasing the guidance. Client will receive the Privacy Policy Notice of PlanVision as required by the Gramm-Leach-Bliley Act of 1999.
- 21. Arbitration Provision.** To the extent permitted by law, any controversy or dispute which may arise between Client and PlanVision concerning any transaction or the construction, performance or breach of these T&C will be settled by arbitration. Any arbitration will be pursuant to the rules, then applying, of the American Arbitration Association, except to the extent set forth herein. The arbitration panel will consist of at least three individuals, with at least one panelist having knowledge of investment advisory activities. The parties agree that any arbitration proceeding pursuant to this provision will be held in a location as determined by the rules of the American Arbitration Association. The award of the arbitrators will be final and binding on the parties, and judgment upon the award rendered may be entered into in any court, state or federal, having jurisdiction. Client notes the following provisions of arbitration:

- Arbitration is final and binding on all parties.
- The parties are waiving their right to seek remedies in court, including the right to jury trial, except to the extent such a waiver would violate applicable law.
- Pre-arbitration discovery is generally more limited than and different from court proceedings.
- The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

The T&C do not entitle Client to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a court of competent jurisdiction. If at the time a demand for arbitration is made or an election or notice of intention to arbitrate is served, the claims sought to be arbitrated would have been barred by the relevant statute of limitations or other time bar, any party to these T&C may assert the limitations as a bar to the arbitration by applying to any court of competent jurisdiction, and Client expressly agrees that any issues relating to the application of a statute of limitations or other time bar, are referable to such a court. The failure to assert such bar by application to a court, however, will not preclude its assertion before the arbitrators. Client understands that these T&C do not constitute a waiver of the right to seek a judicial forum where such waiver would be void under the federal securities laws.