

Service Agreement
Financial Guide – An Offering of Creative Planning, LLC

THIS AGREEMENT will be effective upon YOUR acceptance by clicking the I Agree button at the end of this electronic document. This Agreement is between YOU (hereinafter referred to as “YOU”, “YOUR”, or “CLIENT”), and CREATIVE PLANNING, LLC, a registered investment adviser (hereinafter referred to as “WE”, “US”, or “ADVISER”) (collectively, the “Parties”).

1.0 Scope of Engagement

1.1 By accessing Financial Guide and accepting this Agreement, YOU will have access to certain internet-based and algorithmic financial analysis and implementation services (the “Services”) as further described in this Agreement. YOU acknowledge and agree that the Services will be delivered exclusively through the interactive website administered and maintained by ADVISER or its subcontractors (the “Website”). The Services covered by this Agreement do not include Creative Planning Managed Accounts (the “CPMA Program”) which may be available through your employer’s retirement plan. Participation in the CPMA Program will be subject to the Investment Advisory Agreement provided at enrollment in the CPMA Program.

1.2 YOU may identify assets, investments, and accounts in your interaction with ADVISER through the Website. These will be referred to as “Assets” or “Accounts” in this Agreement.

1.3 YOU hereby engage ADVISER to perform the functions identified herein related to the Services described below and available through the Website. ADVISER accepts such engagement and acknowledges when providing investment advisory services, it is a fiduciary under the Investment Adviser’s Act of 1940 (hereinafter referred to as the “Adviser’s Act”).

1.4. YOU agree 1) to provide information and documentation as requested by ADVISER relating to YOUR objectives, needs and goals, and 2) YOU maintain at all times sole responsibility to keep all information current and to inform ADVISER of any changes in YOUR financial circumstances and the information YOU provide. YOU acknowledge that ADVISER cannot adequately perform its role unless YOU diligently perform YOUR responsibilities under this Agreement. ADVISER is not required to verify any information obtained from YOU, YOUR representatives or YOUR agents including custodians, recordkeepers or other third parties providing ADVISER data on your behalf, and ADVISER is expressly authorized to rely on such data.

1.5 ADVISER’s services for clients residing outside of the United States may be restricted or limited due to custodial rules or other factors. Financial planning, tax advice or estate planning review services and advice shall be limited in scope to those matters governed by the laws of the United States and state and local jurisdictions. Investment options and strategies may differ from ADVISER’s typical recommendations, including, but not limited to, restricted trading and customer service windows due to foreign exchange operating hours and foreign tax treatment of investment transactions in the United States. In addition, foreign laws or requirements may also impact ADVISER’s ability to service client accounts or require additional disclosures as determined on an individual country basis. CLIENT is responsible for satisfying all legal and tax reporting requirements of both the United States and all applicable foreign governments.

If YOU reside in the European Union, YOU hereby acknowledge that YOU have reviewed ADVISER’s General Data Protection Regulation (“GDPR”) Privacy Policy found at creativeplanning.com and have had a reasonable opportunity to discuss the contents of the GDPR with professionals of YOUR choosing prior to the execution of this Agreement. YOU further acknowledge that, in accordance with the GDPR, YOU are entering into this Agreement with fully informed and voluntary consent.

1.6 In the event one or more Accounts identified by YOU is a retirement plan sponsored by YOUR current or former employer, YOU acknowledge that ADVISER’s guidance and, to the extent applicable investment recommendations and advice will be limited to the investment alternatives provided by the retirement plan. YOU understand that 1) ADVISER will not

act as or assume the responsibilities of a plan trustee, administrator or recordkeeper; and 2) ADVISER will not have any discretion or duty to interpret the plan or its governing documents or to determine eligibility for the plan or its benefits.

YOU acknowledge and understand that: (1) ADVISER may not receive any communications from the plan sponsor or custodian, and it shall remain YOUR sole obligation to notify ADVISER of any changes in investment alternatives, restrictions, etc. pertaining to a n Account; (2) ADVISER shall not be responsible for any costs, damages, penalties, or otherwise, resulting from the failure to notify ADVISER; (3) ADVISER's role will be limited to providing you an allocation of the Assets among the investment alternatives available through the plan, and, as such, ADVISER will not have, nor will it accept, any authority to effect any transactions or changes via the plan web site or other communication channels.

2.0 Services, Responsibilities, and Limitations of ADVISER

2.1 ADVISER will provide investment education, guidance, and advice through the Website for YOUR consideration. The information and tools available on the Website are intended to be for YOUR education and guidance to support your investment decisions.

2.2 Financial Analysis Services

2.2.1 Financial Analysis Services: Based on the data points requested by the Website and provided by YOU, the Website's algorithm will assess YOUR financial condition, cash flow, goals, risk tolerance, future income needs, liquidity requirements, investment time horizon, and other information that is relevant to YOUR financial profile. This information will be used to deliver financial guidance and recommendations for YOUR consideration through the Website. When providing Financial Analysis Services, ADVISER will not exercise discretion, nor will WE be responsible for YOUR decisions or actions including the implementation of the Website's guidance and recommendations. The responsibility to determine a course of action and implement the Website's guidance will rest solely with YOU, and YOU may accept or reject any guidance, advice, or recommendation in your sole discretion.

2.2.2 Initial guidance provided through the Website is intended to improve the structure of YOUR balance sheet. Opportunities for balance sheet improvement are assessed by analyzing YOUR existing debt and providing guidance on consolidation and refinancing availability ("Balance Sheet Assessment"). This will be achieved through electronic integrations with other independent and unaffiliated third-party financial services companies ("Independent Partners"). If requested by YOU, the Website's assessment shall additionally account for environmental, social, and governance preferences and/or stock rating preferences which will lead to a risk target.

2.3 Financial Implementation Services

2.3.1 If YOU, in YOUR sole discretion, decide to use the automation afforded by the Website to take action in your Account(s) based on the guidance provided, YOU will be prompted to link YOUR applicable financial Account(s) to the Website so that such Financial Implementation Services may be fulfilled. In all instances, YOUR linked financial Account(s) will remain under the safekeeping of an independent and unaffiliated third-party custodian (the "Qualified Custodian").

- 2.3.2 ADVISER is authorized to provide instructions to the Qualified Custodian (typically through an Application Programming Interface, or “API”), and to take all other actions necessary or incidental to execute YOUR instructions. ADVISER is not authorized to exercise any discretionary control, or withdraw cash, securities or other assets from your Account(s).
 - 2.3.3 Though ADVISER may only make the Financial Implementation Services available for Account(s) maintained at certain Qualified Custodian(s), YOU retain control and responsibility for opening and/or maintaining YOUR Account(s) at the Qualified Custodian(s) YOU select. ADVISER will not seek better execution services or prices from custodial broker-dealers other than the Qualified Custodian(s) selected by YOU.
 - 2.3.4 The Qualified Custodian shall send confirmations and monthly or quarterly account statements to YOU. Such statements shall, at a minimum, include identification of the amount of funds and each security in YOUR Account(s) at the end of the statement period and set forth all the activity in the Account(s) during the period. It is necessary that YOU review the Account(s) statements provided by the Qualified Custodian and compare them against any supplementary reports provided through the Website or another third-party. Should YOU notice any discrepancies, fail to receive timely statements or have any questions, please notify ADVISER and contact your Qualified Custodian.
 - 2.3.5 Balance Sheet Guidance may be implemented through referrals to OUR Independent Partners. ADVISER shall have no authority to implement any Balance Sheet Guidance.
- 2.4 ADVISER will not provide legal, tax, or accounting advice through the Website.
- 2.5 ADVISER will not advise on or vote proxies for securities held in YOUR Account(s), and does not advise on any elections related to legal proceedings, including but not limited to bankruptcies or class actions.
- 2.6 With regard to any Balance Sheet Guidance, ADVISER will have no responsibility for assuring compliance with any lending, banking or similar laws and regulations applicable to any guidance YOU elect to implement.

3.0 Your Responsibilities, Authorizations, and Representations

- 3.1 YOU will provide ADVISER with complete, current, and accurate information as requested by the Website, with the understanding that the Website’s algorithm will rely on information supplied by YOU without independent verification.
- 3.2 YOU will carefully review ADVISER’s Brochure and Privacy Notice, as well as all disclosures and the Relationship Summary, if applicable. YOU acknowledge timely receipt of ADVISER’s Brochure and Privacy Notice, as well as the disclosures Relationship Summary, if applicable, at or before the time of accepting this Agreement.
- 3.3 YOU further acknowledge and understand that YOU will receive and are responsible for reviewing applicable disclosure documents sent directly from the Qualified Custodian or other investment product sponsors, depending on the particular types of investments held in your Account(s).
- 3.4 YOU consent to receive all notices, disclosure documents, reports, and other communications from ADVISER and our subcontractor electronically. Such electronic communications may be

delivered through the Website, email, a secure cloud-based document vault, or other internet-based transmission mechanisms. YOU represent that YOU have the necessary hardware, software and connectivity for access to notices made via electronic means. If YOU do not wish to consent to the electronic delivery of communications, YOU should not proceed with accepting this Agreement and contact ADVISER in writing.

- 3.5 YOU understand and agree that YOU retain full responsibility for any action taken as a result of ADVISER's guidance or advice, including but not limited to implementing any Balance Sheet Guidance.

4.0 Fees and Expenses

- 4.1 There is no fee currently associated with the access to or use of the Website or Services available through the Website. YOU may incur fees and expenses from other independent and unaffiliated third-parties when taking action based on the guidance or advice provided through the Website. They may include but are not limited to transaction fees, inactivity fees, check-writing fees, product fees and expenses, early redemption fees, certain deferred sales charges on previously-purchased mutual funds, and margin fees. The Independent Partners will also charge their own fees and costs to users pursuant to their respective agreements and fee schedules. Lower fees for comparable services may be available from other sources.
- 4.2 Should YOU implement any Balance Sheet Guidance, ADVISER, through its subcontractors may derive a benefit, including the receipt of referral revenue from the Independent Partner providing the product or service YOU select and direct to be implemented.

5.0 Risks, Conflicts, and Limitation of Liability

- 5.1 YOU understand and acknowledge that there are risks inherent in every financial decision and investment and that these risks will vary among options available in YOUR financial plan. Some investments and decisions may result in profits and others in losses. Past performance does not guarantee future returns, and ADVISER does not guarantee any performance whatsoever based upon its guidance or advice. Financial action and implementation guidance is subject to various market, currency, economic, political and business risks. YOUR decisions, whether or not based on our guidance or advice, will not always be profitable. The risks associated with investment performance shall be borne solely by YOU.
- 5.2 YOU understand and acknowledge that there are certain conflicts of interest that exist with respect to ADVISER and its subcontractor. Such conflicts of interest are described in the Brochure and Relationship Summary of ADVISER, which YOU acknowledge receiving at or prior to accepting this Agreement. YOU agree to review such Brochure and Relationship Summary to understand the conflicts of interest that exist.
- 5.3 ADVISER is not responsible for the independent investment decisions you make with respect to your Account(s), whether within the scope of information YOU provide through the Website or for Account(s) or Assets that are otherwise excluded from analysis through the Website.
- 5.4 YOU understand and acknowledge that the Website's algorithm bases its financial action guidance and financial implementation services on information provided by YOU. ADVISER is not and will not be liable for any incomplete or inaccurate information YOU provide or for any misstatement or omission by YOU. ADVISER will be entitled to rely on the information as provided by YOU without question or independent verification.
- 5.5 YOU understand and acknowledge that ADVISER will not be liable for YOUR failure to inform ADVISER in a timely manner, through the Website, of any material change to YOUR financial circumstances that may affect the Website algorithm's guidance and advice.

- 5.6 YOU agree that, except as may otherwise be provided by law, ADVISER will not be liable to YOU for (a) any loss that YOU may suffer by reason of any investment decision made or other action taken or omitted in good faith by ADVISER with that degree of care, skill, prudence, and diligence under the circumstances that a prudent person acting in a like capacity would use.
- 5.7 YOU understand that ADVISER will provide guidance or advice only with respect to the Assets and Accounts YOU identify through the Website and, in making recommendations with respect to the Assets and Accounts, ADVISER will not consider any other securities, cash or other investments owned by YOU.
- 5.8 State and 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 state or federal securities laws.
- 5.9 With regard to Balance Sheet Guidance, ADVISER will not be liable to YOU for any claim YOU may have by reason of an Independent Partner's failure to comply with any banking, lending or similar law.

6.0 Dispute Resolution

- 6.1 Subject to the conditions and exceptions noted below, and to the extent not inconsistent with applicable law, in the event of any dispute pertaining to ADVISER's services through the Website, YOU agree that the dispute shall be resolved through individual binding arbitration. YOU and ADVISER will select the arbitration sponsoring organization and the neutral arbitrator, who shall be a retired judge, by mutual agreement. If YOU and ADVISER cannot mutually agree on an arbitration sponsoring organization, the arbitration will be held under the auspices of JAMS, and except as provided herein, will be under the then-current Comprehensive Arbitration Rules and Procedures ("JAMS Rules"), which are available via the Internet at www.jamsadr.com. To the extent that any of the terms, conditions, or requirements of this Agreement conflict with the JAMS Rules, the terms, conditions or requirements of this Agreement will govern. YOU understand that such arbitration shall be final and binding, and that by agreeing to arbitration, YOU are waiving your respective right to seek remedies in court, including the right to a jury trial. YOU may not join YOUR claim with the claims of any other party for any purpose. All aspects of the arbitration, including any award, shall be treated as strictly confidential. This arbitration provision shall survive the termination of YOUR use of the Website and the Services. YOU acknowledge that YOU have had a reasonable opportunity to review and consider this arbitration provision prior to acceptance of the terms and conditions contained in this Agreement.
- 6.2 Before initiation of an arbitration, YOU and ADVISER will attempt to resolve all disputes through a mandatory pre-arbitration resolution procedure. YOU will send a written notice by fax to 888-243-9402 or 913-338-4507 or by letter to ADVISER's home office at 5454 W. 110th St., Overland Park, KS 66211, detailing the dispute, including (1) a concise statement of the factual basis of the dispute, including the dates, times, places and circumstances of the act, omission or event complained of; and (2) the name and address of any employee of ADVISER involved, if known. Thereafter, no arbitration shall be commenced until after ninety (90) days has passed, during which time YOU and ADVISER shall discuss and attempt to resolve the dispute.

7.0 Miscellaneous

- 7.1 ADVISER may terminate your access to the Services and the Website at any time if WE determine that YOUR use of the Website is inconsistent with the intent of the Services or this Agreement. ADVISER may also terminate YOUR access to the Website and the Services if the agreement between ADVISER and YOUR retirement plan service provider, recordkeeper or plan

sponsor is terminated. YOU have the right to terminate YOUR use of the Website and Services without penalty at any time. Termination of this Agreement will not affect the provisions of this Agreement relating to arbitration of disputes, the validity of any action taken prior to termination, or liabilities for actions taken prior to termination.

7.2 This Agreement may be amended, modified, rescinded or supplemented by ADVISER upon electronic notice to YOU, at which point you will be deemed to have agreed to any change by the continued access to the Website and Services.

7.3 This Agreement may not be assigned (within the meaning of the Advisers Act) by either YOU or ADVISER without the prior consent of the other party. YOU acknowledge and agree that transactions that do not result in a change of actual control or management of ADVISER shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Advisers Act. Should there be a change in control of ADVISER or other occurrence resulting in an assignment of this Agreement (as that term is defined under the Advisers Act), the successor adviser (hereinafter referred to as "Successor") will notify YOU and will continue to provide the Services previously provided to YOU by ADVISER. If YOU continue to accept such Services provided by the Successor without written objection during the thirty (30)-day period subsequent to receipt of the written notice, the Successor will be permitted under the Agreement to assume that YOU have consented to the assignment and the Successor will become YOUR advisor under the terms and conditions of this Agreement.

7.4 ADVISER and its officers, employees, and agents may have or take the same or similar positions in specific investments for their own accounts, or for the accounts of other clients, as ADVISER does for YOUR Assets and Accounts. YOU expressly acknowledge and understand that ADVISER shall be free to render investment guidance and advice to others and that ADVISER does not make its services available exclusively to YOU. Nothing in this Agreement shall impose upon ADVISER any obligation to provide advice or recommend for purchase or sale, for any Asset or Account any security that ADVISER and/or its principals, affiliates or employees, may purchase or sell for their own accounts or for the accounts of any other clients if ADVISER reasonably determines considering YOUR best interests.

7.5 Your use of the Website and Service are governed by the laws of the state of Kansas.

7.6 Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

7.7 This Agreement represents the entire agreement between the Parties related to Services.

8.0 Acceptance

YOU acknowledge that YOU have all requisite legal authority to execute this Agreement. YOU specifically represents the YOU: (1) are of legal age and capacity; (2) have full authority and power to retain ADVISER; (3) the execution of this Agreement will not violate any law or obligation applicable to YOU; and (4) YOU are the legal owner of the Accounts and Assets provided in the Website, without any encumbrances; and (5) there are no restrictions, except as communicated by YOU to ADVISER, in writing, relating to the investment or reinvestment of the Accounts and Assets.

By clicking I Accept below YOU agree to the terms and conditions included in this Agreement. Each time YOU access the Website YOU will be affirming YOUR acceptance of this Agreement.