
F I N A N C I A L P L A N N I N G A G R E E M E N T

This financial planning agreement (the "Agreement") is made on this ____ day of _____, 20__ between the undersigned party,

CLIENT(s): _____ whose mailing address
is _____

(hereinafter referred to as "you" or "your"), and HighPoint Advisor Group, LLC, a registered investment adviser, whose mailing address is 2001 Butterfield Road, Suite 1000, Downers Grove, IL 60515 (hereinafter referred to as the "us," "we," or "our").

1. Financial Planning Service(s). We shall provide you with the specific financial planning and/or consulting services set forth on the attached Exhibit A ("Planning Services"). We shall discuss our recommendations, which may include topics such as insurance, taxes, retirement needs, investments, estate planning, etc. with you. Our recommendations may be implemented, at your sole discretion, with the professional adviser(s) of your choosing (including your broker, accountant, attorney, etc.). When performing the Planning Services under this Agreement, we are neither your attorneys nor your accountants and no portion of the financial plan or any 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 accountant.

Our Planning Services pursuant to 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 monitoring and review services, such engagement shall be set forth in a separate written agreement between the parties, for which services we shall be paid a separate and additional fee.

Our fees for the Planning Services are set forth on Exhibit A. All Planning Services under this Agreement shall be completed no later than six months from engagement. Upon completion of the Planning Services, which shall include the presentation and delivery of your comprehensive financial plan, our engagement under this Agreement shall be completed. Thereafter, subject to the termination provisions of Section 13, you may engage us to perform comprehensive wealth management services which will include any necessary updates to the financial plan provided under this Agreement as well as investment management services. Should you engage us for Wealth Management Services, an additional Agreement will be signed by both parties.

2. Scope of Engagement. You agree to provide us with any information and/or documentation we may request in furtherance of this Agreement regarding your income, investments, estate plan, tax-related information, financial needs, goals, and objectives, and to keep us informed of any changes thereto. You acknowledge that we cannot adequately perform the Planning Services for you unless you diligently perform your responsibilities under this Agreement in a timely manner. We shall not be required to verify any information obtained from you, your attorney, accountant or other professionals, and are expressly authorized to rely thereon. All

such professionals are hereby given permission by you to provide us with information we may need. 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 based upon our professional judgment. We do not guarantee the results of any of our recommendations.

You are free to obtain legal, accounting, and brokerage services from any professional source to implement our recommendations. You retain absolute discretion over all implementation decisions.

3. Assignment. Neither party may assign this Agreement without the prior consent of the other party. Both parties acknowledge and agree that transactions that do not result in a change of actual control of management shall not be considered an assignment.

4. Confidentiality. Except as required by applicable law, rule or regulation, or in order to implement your investment objectives or perform the Planning Services contemplated by this Agreement, both parties agree to treat information provided in connection with this Agreement as confidential.

5. Receipt of Disclosures. You hereby acknowledge receipt of our Privacy Notice and a copy of our written disclosure statement on Part 2 of Form ADV or a brochure otherwise meeting the requirements of Rule 204-3 of the Advisers Act. We will deliver Part 2 or a Summary of Material changes annually.

6. Client Conflicts. If this Agreement is with more than one client, our Planning Services shall be based upon the joint goals as communicated to us by you, collectively. We shall be permitted to rely upon instructions and/or information we receive from either party, unless and until such reliance is revoked in writing to us. We shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between you.

7. Consent to Electronic Delivery. You hereby agree to receive (i) statements, reports and all other communications relating to your portfolio, accounts and assets including monthly and quarterly reports, information, and (ii) all communications relating to us (including the ADV Part 2, privacy notice and any other communication required under the Investment Advisers Act of 1940, as amended or otherwise)

(collectively, the "Informational Documents") in electronic form, such as through a file attached to an e-mail sent to the e-mail address provided by you below, or over a private internet site, in lieu of or in addition to sending such Informational Documents as hard copies via facsimile or mail. If the Informational Documents are made available over the internet, you may be notified of their availability through an e-mail sent to the e-mail address provided by you.

You acknowledge that an e-mail from us is not secure and may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted or interfered with without the knowledge of the sender or the intended recipient. We give no warranties in relation to these matters. Please note that we reserve the right to intercept, monitor and retain e-mail messages to and from our systems as permitted by applicable law. If you have any doubts about the authenticity of an e-mail purportedly sent by us, its affiliate or authorized service provider, you should contact the purported sender immediately.

You agree that you will be solely responsible for notifying us in writing of any change in your e-mail address and that we may not seek to verify or confirm your e-mail address as provided. You understand that you may revoke this consent at any time by notifying us in writing. You may also request delivery of a paper copy of an Informational Document by contacting us.

Do you consent to the sending of Informational Documents in electronic form, at our discretion, in lieu of a separate mailing of paper copies until such time as you no longer have the right to receive Informational Documents or you revoke this consent in writing?

Yes No

If yes, please send communications to the following e-mail address(es):

8. Arbitration. Subject to the conditions and exceptions noted below and to the extent not inconsistent with applicable law, in the event of any controversy, dispute or claim arising out of or relating to this Agreement, both parties agree to submit the dispute to arbitration before a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association then in effect. The prevailing party shall be entitled to reasonable attorneys' fees, costs, and expenses.

You understand that 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.

9. Death or Disability. If you are a natural person, your death, incapacity, disability or incompetence will not terminate or change the terms of this Agreement. However, your executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving us written notice.

10. Client Representations. 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 to which you are bound, whether arising out of contract, operation of law, or otherwise. You maintain sole responsibility to notify us if there is any change in your financial situation or investment objectives.

11. Non-Exclusivity. You acknowledge that the Planning Services provided to you under this Agreement are non-exclusive and will be offered on a continuing basis to others.

12. Entire Agreement. This Agreement and the Exhibits annexed hereto, which Exhibits are incorporated herein by reference and made a part hereof, constitute the entire Agreement between the parties and supersedes all understandings, agreements (oral and written), or representations with respect to the subject matter hereof. This Agreement may only be amended, revised or modified by written agreement between the parties. Each party acknowledges that no representation, inducement or condition not set forth herein has been made or relied upon by either party. No failure by us to exercise any right, power, or privilege that we may have under this Agreement shall operate as a waiver thereof. Further, no waiver of any deviation from, or breach of, this Agreement by you shall be deemed to be a waiver of any subsequent deviation or breach.

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

14. Termination. You shall have five (5) business days from the date of execution of this Agreement to terminate our Planning Services without penalty. This Agreement will continue in effect from the date set forth above and may be terminated at any time upon receipt of written notice to terminate by either party to the other, which written notice must be manually signed by the terminating party. Termination of this Agreement will not affect (a) the validity of any action previously taken by us 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 any continuing obligation to take any action. If you terminate our Services, the balance (if any) of our unearned fees shall be refunded to you and the balance (if any) of our earned fees shall be charged to you.

15. Notices. Any notice or correspondence required in connection with this Agreement will be deemed effective upon receipt if delivered to either party at their address listed above unless (a) either party has notified the other party of another address in writing or (b) you have consented in writing to receive such notice, correspondence, or other communication from us by electronic delivery (e.g., e-mail). All of your directions to us (including notices, instructions, and directions relating to changes in your investment objectives) shall be in writing. We shall be protected in relying upon any such direction, notice, or instruction until we have been advised in writing of changes therein.

16. Governing Law, Venue, and Jurisdiction. To the extent not inconsistent with federal law, this Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein or performance shall be governed or interpreted according to the laws of the State of Illinois without regard to choice of law considerations except for the Section entitled Arbitration, which shall be governed by the Federal Arbitration Act. 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 shall be brought and determined in the appropriate federal or state court in the State of Illinois 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 future 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.

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

18. Section or Paragraph Headings. Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or in part any of the terms or provisions of this Agreement.

By each party executing this Agreement they acknowledge and accept their respective rights, duties, and responsibilities hereunder. This Agreement is only effective upon our execution below.

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

Client Name

Date

Client Name

Date

HighPoint Advisor Group, LLC

Date

By: Authorized Signer

We shall provide the following Planning Services for you (as indicated below) in accordance with the Financial Planning Agreement to which this Exhibit A is attached:

- Describe Services
- Describe Services
- Describe Services
- Describe Services
- Describe Services
- Describe Services
- Describe Services
- Describe Services
- Describe Services
- Describe Services

Our hourly fees for the services as described above shall be \$250-\$500 per hour, or a flat fee ranging from \$500-\$10,000 depending on the nature and complexity of each client's circumstance, which shall be due and payable upon presentation of your comprehensive financial plan.

Please make check payable to: HighPoint Advisor Group, LLC

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