

Letter of Agreement Life Resource Planning

This is an agreement between _____ (“We” or “Us”)

and _____ (“You”) for services to be rendered by us to you.

1. The Plan. You agree that we will develop and prepare a written plan for optimizing yours and your spouse's care resources -- when applicable -- for your final years of life. You will pay us a fee for developing this Plan. The resources we will examine may be any number or all of the following:

1. Income
2. Assets
3. Health
4. Support
5. Shelter

2. Goals of the Plan. We will give you recommendations pertaining to any or all of the goals outlined below that may be unique for your situation.

1. Identify Government Income and Care Support Programs
2. Protect and Preserve Assets
3. Facilitate Favorable Outcomes for Health, Medical Issues and Final Preparations
4. Maximize Family and Community Support
5. Find the Right Living Arrangements

3. Our Services. Our services include consultations, drafting and recommendations of a coordinated Plan designed to incorporate the goals above as they fit your particular situation.

4. Your Goals. Your Plan will be unique for you and will be based on preferences you express. You will fill out an initial questionnaire and answer questions relating to your particular needs. We will review this questionnaire with you and as a result of our review together, you will decide the extent and the scope of the planning that we do for you. Our fee will be based on the extent of the planning that we perform as a result of the outcome you want to achieve

5. Scope. The scope of this Plan is strictly limited to advice relating to the goals outlined above. If your Plan demonstrates additional needs beyond the scope of our advice, we will recommend suitable individuals or companies to help you meet these needs. You are responsible for paying

for these services or this additional advice yourself. This Plan does not include any of the following services:

1. legal assistance or advice
2. care services, placement services, relocation services or any other services related to eldercare needs
3. tax planning
4. assistance with Medicaid application
5. investment advice
6. fiduciary, conservatorship or guardianship services
7. solicitation for sale of any insurance or investment product

6. Veterans Benefits. If as a result of our planning service we recognize that you or a member of your family can qualify for veterans benefits under Title 38 USC, we will make sure that you receive assistance with these benefits. An individual, recognized by Department of Veterans Affairs General Counsel with accreditation authority, will help you, free of charge, apply for the appropriate veterans benefits. Under no circumstances, will any portion of the fee that you pay us for this plan be used towards providing assistance with veterans benefits.

7. Providing Information. You agree to provide us pertinent documents, dates and other information as necessary to complete the Plan. We agreed to hold the information you give us in strictest confidence and to use this information to produce a Plan that will be useful to you for making decisions for the future. The information you give us will only be shared on an as need basis with individuals involved in completing the Plan. No one else will have access to your personal information and documents.

8. Your Obligations. You are not obligated to implement any of the recommendations we provide in the Plan. You are not required to use any individuals, companies or other services that we recommend.

9. Fees. The fee for your Plan is _____, with one half due on signing and the balance due on completion of the Plan. Thereafter, unless otherwise agreed, no more fees will be owed for what we do for you under the Plan. Fees are considered earned when you pay them to us. We do not begin any work until the initial fee is paid. If we are required to produce an invoice for services rendered on an hourly basis, our hourly rate is \$150 per hour

10. Nondisclosure. You agree that the strategies and advice that you receive as part of this Plan are unique and proprietary to us. You agree that you will not disclose these strategies and advice to anyone without our permission as this could cause us financial harm due to competitors getting this information because of your disclosure. As a result, we have the right to seek redress for damages, including court costs and attorney fees, to make us whole should you disclose in any manner any of the information in the Plan to any person without our written permission.

11. Additional Disclosure. The fee you pay for this Plan will not be used for the purpose of recommending the purchase of any insurance or investment product. No such products will be recommended by this Plan. However, insurance or investment products may be suitable for

some of the strategies identified by the Plan. We may recommend the purchase of these products to you in a subsequent meeting not related to the presentation of this Plan. Such products may result in the payment of fees or commissions to us. You have no obligation to purchase any products or services recommended by us that are not part of this Plan.

12. Term and or Termination of This Agreement. The term of this Agreement shall be continuous until the Plan is completed. Either party may terminate this Agreement upon giving written notice to the other party. If this Agreement is terminated and fees are due to us, we will send an invoice to you. You agree to pay this invoice within ten business days of receiving the invoice. Notwithstanding any other provision in this Agreement, you may terminate this Agreement within five business days of its effective date without payment of any fee for our services.

13. Assignment. No assignment of this Agreement shall be permitted without the express written consent of all parties to this Agreement.

14. Severability. If any provision or provisions of this Agreement is found to be illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions of this Agreement but shall be fully severable and the Agreement shall be construed and enforced as if the illegal or invalid provision had never been included.

15. Parties Bound. This Agreement shall be binding on the parties to it and their heirs, executors, administrators, successors, and assigns.

16. Entire Agreement. This Agreement embodies all understandings and agreements of the parties to it with respect to the subject matter of this Agreement and the terms and conditions of this Agreement. This Agreement may not be amended except in writing signed by both of the parties.

17. Governing Law. This Agreement shall be governed and construed according to the laws of the state or states in which this agreement shall be executed.

18. Execution. This Agreement shall be executed in several counterparts, each of which shall be deemed an original.

19. Communication. You have the right to keep your confidential matters private. However, sometimes it is beneficial, for you, if we communicate with your family and, in particular, those who are your caregivers, or serve to assist you with managing your finances or healthcare. Please indicate whether you authorize us to communicate and work with persons mentioned above.

You authorize us to communicate and work with persons who help you with your finances and health care. Initialed _____

You do not authorize us to communicate and work with persons who help you with your finances and health care. Initialed _____

Signatures. You and we have read and agree to this Agreement. You have been given a copy of this Agreement. You understand that you can review this Agreement with an attorney before retaining us.

Our organization as entered above (us) _____

Name of our person representing us _____

Signature of our person representing us _____

Dated _____

Your name above if different from person signing _____

Your name or a representative for you _____

Your signature or signature of a representative for you _____

Dated _____