

Alpha Wealth Funds, LLC

FINANCIAL PLANNING AGREEMENT

This Financial Planning Agreement (this "Agreement") dated _____ is entered into by and between Alpha Wealth Funds, LLC ("Alpha Wealth Funds" or "Adviser"), a registered investment adviser, and _____ ("Client"), and relates to all the financial planning accounts for the Client. This Agreement shall become effective on the day and year first written above.

Terms and Conditions

This agreement sets forth the terms and conditions of the financial planning services, outlines the responsibilities of the parties and defines the relationship of Alpha Wealth Funds and the Client. The Client hereby appoints the Adviser to provide personal financial planning services, as described below.

Services of Adviser

Alpha Wealth Funds will provide financial planning services as needed in the areas specified below. Alpha Wealth Funds will summarize the planning services in a written plan for the Client, which reflects the Client's current financial circumstances, financial outlook, and personal objectives. Please initial below for all modules you want included:

<input type="checkbox"/> Investment Planning	<input type="checkbox"/> General Financial Planning
<input type="checkbox"/> Income Tax Planning*	<input type="checkbox"/> College Education Funding
<input type="checkbox"/> Business Succession Planning	<input type="checkbox"/> Retirement Planning
<input type="checkbox"/> Educational Fund Planning	<input type="checkbox"/> Individual Tax Planning*
<input type="checkbox"/> Risk Management	<input type="checkbox"/> Estate Planning*
<input type="checkbox"/> Business Planning	<input type="checkbox"/> Insurance Planning
<input type="checkbox"/> Employee Benefit Planning	<input type="checkbox"/> Succession Planning
<input type="checkbox"/> Business Valuation Services	<input type="checkbox"/> Executive Compensation Planning
<input type="checkbox"/> Tax Resolution*	<input type="checkbox"/> Tax Preparation*

*Alpha Wealth Funds does not render tax advice or legal services, but provides planning when suitable as it relates to tax-free and tax-deferred investments, sheltering before-tax dollars using qualified plans and other strategies to help minimize tax liabilities for planning clients. Alpha Wealth Funds may at its discretion contract a third party tax adviser or attorney to provide tax and legal advice. Alpha Wealth Funds will not charge extra for those services without written consent from the client.

Planning Process

In creating the plan for the Client, the Client and Alpha Wealth Funds will follow this planning process:

a) Data Compilation:

An initial interview is conducted with each Client (either in person, by telephone conference, and/or via a questionnaire) to determine the Client's financial circumstances, goals, acceptable levels of risk and other

relevant circumstances. The Client will provide the Adviser with financial and personal data necessary to prepare the Client's financial plan. The Adviser will estimate the time required in formulating and implementing a plan for the Client after the facts are gathered.

b) Analysis:

The Adviser will analyze data and documents provided by the Client, evaluate the Client's ability to meet the plan objectives, make observations, identify problems, and recommend strategies for the Client's consideration.

c) Written Plan:

Based on the data the Client provides, the Client's chosen objectives and the Adviser's analysis, the Adviser will prepare and present to the Client a personal financial plan summarized in written form in addition to the Investment Policy Statement ("IPS").

Client Rights and Obligations

The Client agrees to provide information and/or documentation requested by the Adviser, as it pertains to the Client's income, investments, taxes, insurance, estate plan, etc. The Client also agrees to discuss with the Adviser his/her investment objectives, needs and goals. The Client acknowledges that the Adviser will rely on the personal and investment information provided to the Adviser by the Client, Client's attorney, accountant or other professionals in managing the Client's Account ("Account"). The Client agrees to give the Adviser prompt written notice of any modifications, changes or investment restrictions applicable to the Account and to notify the Adviser if the Client deems any investments recommended or made for the Account to be in violation of such investment objectives or restrictions. Unless the Client promptly notifies the Adviser in writing of specific investment restrictions on the Account, the investments recommended for or made on behalf of the Account shall be deemed to be in conformity with the Client's investment objectives. Although tax considerations are not generally a factor in managing accounts, it is the Client's responsibility to notify Adviser if such considerations are relevant to the Client's overall financial circumstances.

The Client acknowledges that the Adviser cannot adequately perform its services for the Client unless the Client diligently performs his/her responsibilities under this Agreement. The Adviser shall not be required to verify any information obtained from the Client, Client's attorney, accountant or other professionals, and is expressly authorized to rely upon the information provided by these professionals. Furthermore, the Client understands that the responsibility to update changes to investment guidelines, restrictions and portfolio objectives rests solely with the Client. Consequently, the Client agrees to indemnify Alpha Wealth Funds for any liability incurred by reason of any inaccurate information provided by the Client.

Implementation of the Client's Financial Plan

The services of the Adviser under this Agreement are limited to recommending strategies for the Client to consider in achieving the Client's financial objectives. It is clearly understood that Client is under no obligation whatsoever to purchase any financial product or service from the Adviser during or after this planning process.

The Adviser will, at the Client's request, facilitate and coordinate the steps to implement the Client's plan, in conjunction with the Client's attorney, accountant, and other pertinent advisors. However, implementation of product related recommendations are not included under this Agreement. If the Client desires, the Adviser's representative, acting in a brokerage sales capacity, will recommend specific investments, insurance, or other financial products through which the Client can implement the Client's plan. The purchase of such products typically results in the payment of fees and/or commissions. The Client is under no obligation to follow, either wholly or partially, any recommendation made by the Adviser.

Representation

It is understood by the Client that the Adviser is a Utah limited liability company, and that the Adviser is licensed/registered with all of the appropriate regulatory jurisdictions that the Adviser believes it has a duty to license/register.

It is understood and acknowledged by the Client that the Adviser is not engaged in the practice of law or accounting, and as such, will not render any legal or accounting advice hereunder nor prepare any legal or accounting documents for the implementation of any of Client's financial or investment plans.

Legal Capacity

If this agreement is established by the Client, the undersigned, in a fiduciary capacity, hereby certifies that he/she is legally empowered to enter in or perform this agreement in such a capacity. If this agreement is established by an entity, the undersigned certifies that the agreement has been duly authorized, executed and delivered on behalf of such entity.

Non-Exclusive Relationship

It is understood that the Adviser performs investment advisory services for other clients. The Client agrees that the Adviser may give advice and take action with respect to any of its other clients, which may differ from the advice given or the timing or nature of action taken with respect to the Account, so long as it is the Adviser's policy to the extent practical, to allocate investment opportunities to the Account over a period of time on a fair and equitable basis relative to other clients.

Confidential Relationship

The parties hereto agree not to disclose to any other party and to keep confidential the terms and conditions of this Agreement and any amendment or supplement thereto. Notwithstanding the foregoing, Alpha Wealth Funds may disclose Client information to such person(s) to include (a) its employees, directors, agents, attorneys, accountants, and other professional advisors; (b) any governmental authority having jurisdiction over Alpha Wealth Funds, or to the extent required in response to any court order or other governmental authority, or as otherwise required pursuant to any requirement of law; (c) any stock exchange, regulatory, or self-regulatory organization having authority over the Client or Alpha Wealth Funds; and (d) any third party whom Alpha Wealth Funds (in its sole discretion) deems it necessary to disclose such information to in connection with the management and servicing of the Account. In the event that any party hereto breaches any provision of this section, the other party shall be entitled to temporary and permanent injunctive relief against the breaching party without the necessity of proving actual damages.

Fees

The following fee schedule is utilized in calculating a flat fee for financial planning services as follows:

Net Worth	Fee
\$0-\$2,000,000	2.0%
\$2,000,001-\$8,000,000	1.5%
\$8,000,000+	1.0%

The net worth calculation does not include the Client's primary residence, personal property, or automobiles. The final fee that the Client will pay is based on this percent of net worth calculation, set as an annual fee, paid on a quarterly basis. Fees may be negotiable, depending on the complexity of client circumstances, the number of expected client meetings and phone calls, scope of topics reviewed, prior relationships, existing client relationships and other holdings with Alpha Wealth Funds.

For the financial planning services described above, the Client agrees to pay the Adviser a fee of \$_____. An initial deposit of 50% of the total fee payable by the Client is due to the Adviser on the effective date of this Agreement; the remainder of the fee is due upon delivery of the plan.

IN ALL CASES, the Client may terminate the agreement at any time, for any reason, and prepaid fees will be refunded on a pro-rated basis. Upon termination of the Financial Planning Agreement, any prepaid fees that are in excess of the financial services performed will be promptly refunded to the Client. Any fees that are due, but have not been paid, will be billed to the Client and are due immediately.

Notices and Communication

Communications will be sent to the Client at the address provided by the Client at the time the Client signs the agreement or such other address as may be provided to the Adviser in writing in the future. All communications sent to the Client at the stipulated address, whether by mail, by facsimile, by messenger, by email, or otherwise, will be treated as if they were given to the Client personally, whether or not the Client receives them.

Risk Acknowledgement

The Adviser does not guarantee the future performance of recommendations provided as part of the financial plan or any specific level of performance, the success of any investment decision or strategy that the Adviser may recommend, or the success of Adviser's overall plan design. The Client understands that investment recommendations and strategies made as part of the Client's financial plan by the Adviser are subject to various market, currency, economic, political, geopolitical, acts of terrorism, and business risks, and that those investment recommendations will not always be profitable or successful.

The Client recognizes that there may be loss or depreciation of the value of any investment due to the fluctuation of market values. The Client represents that no party to this Agreement has made any guarantee, either oral or written, that the Client's investment objectives will be achieved.

All recommendations will be based on information from sources believed to be reliable, but are not guaranteed by Alpha Wealth Funds as to their accuracy or completeness.

Governing Law

Except to the extent that it is preempted by federal or international law, the internal law of the state of Utah will govern the construction, validity, and administration of this agreement. However, nothing in this agreement will be construed contrary to the Advisers Act.

Standard of Care

It is agreed that Alpha Wealth Funds will discharge its duties under this Agreement with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like or similar capacity, and familiar with such matters, would use in the conduct of money management of comparable character. In providing such services, it is agreed that except for negligence, malfeasance or violation of applicable law, neither Adviser nor any of its principals, managers, members, officers or employees shall be liable for any action performed or for any

errors of judgment in managing client's account(s) under this Agreement. However, the State Securities Laws and Federal Securities Laws impose liabilities under certain circumstances and therefore nothing contained in this Agreement with respect to liabilities should be construed as limiting a client's rights which he/she may have under applicable State Securities Laws and/or Federal Securities Laws.

Assignment of Agreement

This Agreement shall be binding upon and shall inure to the benefit of the parties herein to their respective successors, assigns, heirs and personal representatives. However, the rights and obligations hereunder will not be assignable, transferable, or delegable without the express written consent of the other party. Any attempted assignment, transfer or delegation thereof without such consent will be void. The foregoing does not prevent an assignment by Alpha Wealth Funds in connection with any transaction which does not result in a change of its actual control or management within the meaning of Rule 202(a)(1)-1 under the Investment Advisers Act of 1940.

Waiver

Failure of either party at any time to declare breach and termination of this Agreement due to any violation or violations by the other party of the provisions hereof shall not be deemed a waiver on the part of such party. Any subsequent violations by the other party following a demand for strict compliance shall not be deemed a waiver, expressed or implied, and notice of breach thereafter, need not be served on the other party.

Severability

If any part of this agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remaining terms of this Agreement.

Duration and Termination

The term of this Agreement will commence upon the effective date set forth above and will continue until terminated or the recommendations are delivered.

IN ALL CASES, the Client may terminate the agreement at any time, for any reason, and prepaid consulting fees will be refunded on a pro-rated basis. Such termination will be effective upon receipt by the non-terminating party of written notification from the other party that the agreement is terminated. Termination of this Agreement will not affect the validity of any action previously taken by the Adviser under this Agreement.

Entire Agreement and Amendments

All agreements, covenants, representations and warranties express and implied oral and written, of the parties hereto concerning the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, are made a part hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter hereof are merged herein.

Alpha Wealth Funds has the right to amend this agreement upon written notice to the Client. Any such amendment will be effective as of the date specified by Alpha Wealth Funds.

Acknowledgement of Disclosure Statement

The Client acknowledges he/she:

- Has carefully reviewed this Agreement
- Had an opportunity to discuss the fee provisions and other arrangements with Alpha Wealth Funds
- Fully understands the services to be provided hereunder and the associated risks.

The Client acknowledges receipt of Part 2 of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Part 2A Appendix 1 of Form ADV, if the client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment adviser, then the client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

This agreement shall be binding once all parties involved have signed and dated the agreement.

_____The Client expressly consents to Alpha Wealth Funds delivering communications, including the ADV Part 2A and 2B and Privacy Policy, to the Client by e-mail and certifies that it possesses the means of accepting delivery by e-mail.

Advisor Acceptance: _____

Date: _____

Print Client Name

Client Signature

Email Address

Date

Print Client Name

Client Signature

Email Address

Date