Nested Interest LLC

FINANCIAL PLANNING AGREEMENT

The undersigned ("Client"), being duly authorized, has established a Relationship referred to above (the "Relationship"), and hereby agrees to engage Nested Interest LLC ("IA") on the following terms and conditions.

I. *Appointment of Nested Interest LLC*

The Client hereby appoints IA as investment adviser/financial planner for this Relationship.

II. *Services by IA.*

By execution of this Agreement, IA hereby accepts the appointment as investment adviser for the Relationship and agrees from and after the effective date, as referred to in the Schedule of Fees attached hereto as Exhibit II, (a) to create a financial plan for Client, which will outline Client's risks and tolerance levels; (b) It is understood and agreed that IA, in the maintenance of records for its own purposes, or in making such records or the information contained therein available to Client or any other person at the direction of Client, does not assume responsibility for the accuracy of information furnished by Client or any other person, firm or corporation.

III. *Fees.*

The compensation of IA for its services rendered hereunder shall be calculated in accordance with the Schedule of Fees attached hereto as Exhibit II.

IV. *Representations by Client.*

The execution and delivery of this Agreement by Client shall constitute the representations by Client that the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law or otherwise. Client will indemnify IA from any liability or expense resulting from a breach of Client's representations.

V. *Representations by IA.*

By execution of this Agreement, IA represents and confirms that it is registered as an investment adviser in the State of New York.

VI. *Termination.*

This Agreement shall continue in effect until terminated by either party by giving to the other written notice. No assignment of the Agreement by IA shall be effective without the prior written consent of Client.

VII. *Notices.*

All notices and other communications contemplated by this Agreement shall be deemed duly given if transmitted to IA at: 44 Midvale Road, Hartsdale, New York, 10530 to the attention of its Managing Member, and to Client at the address appearing below, or at such other address or addresses as shall be specified, in each case, in a written notice similarly given.

VIII. *Governing Law.*

The validity of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of New York except to the extent preempted by ERISA.

IX. *Exhibits.*

The following Exhibits are attached, and are part of this Agreement: Exhibit I - Client's Written Investment Policy; Exhibit II - Schedule of Fees.

X. *Receipt.*

Client acknowledges receipt of Part 2A/2B of Form ADV.

XI. *Assignment.*

No assignment of the contract may be made by the investment adviser without the written consent of the client.

XII. *Confidential Relationship.*

All information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except as required by law.

XIII. *Market Conditions*

Client acknowledges that IA's past performance and advice regarding the client's financial plan(s) cannot guarantee future results. **AS WITH ALL MARKET INVESTMENTS, CLIENT INVESTMENTS CAN APPRECIATE OR DEPRECIATE.** IA does not guarantee or warranty that services offered will result in profit.

Exhibit I

Written Investment Policy Statement

Explanation and Overview

The following Investment Policy Statement (IPS) is designed to capture an initial picture and evaluation of the Client's current financial situation including their investment portfolio and assets. From this and other information obtained through Client/Adviser interviews and meetings, the Adviser will provide guidance and make recommendations to assist the Client in deciding what changes, if any, may be needed regarding their assets, allocations of their assets, and investment portfolio(s). The IPS will serve as a "document of understanding" between the Adviser and the Client which will need to be updated periodically in order to remain relevant.

The IPS is designed to do the following:

1. Define the Client's current financial situation,
2. Gather Client's investment profile information including risk/reward tolerances, goals, and expectations.
3. Define the duties and responsibilities of the Client and the Adviser.
4. Establish communication and reporting time frames and standards between all parties.
5. State, in writing, the Client's investment goals, objectives, and constraints.
6. Establish performance measures and benchmarks to be used if applicable.
7. Describe proposed investment strategies and styles to be used by Adviser if applicable.
8. Establish guidelines for portfolio rebalancing if applicable.

It is the **duty of the Client** to provide the Adviser with all requested current financial and/or other information to the best of his/her/their abilities. The Adviser will use this information to develop this IPS and the investment recommendations or strategy used for the Client's portfolios. The Adviser cannot be held liable for any inaccurate information provided by the Client.

It is the **duty of the Adviser** to treat the Client(s) with a Fiduciary standard of care – meaning the Client's interests will always be at the forefront – ahead of any individual adviser representative or the firm. The Adviser will use various methods including this IPS and Client interviews, conversations, and meetings to collect the information needed to create this IPS document and to recommend an action plan of investment strategies and/or portfolio investments that are designed to accomplish the Client's goals and objectives.

As stated above this IPS will be used to gather statistical information about the Client(s) to help the Adviser structure portfolios that are consistent with the Client's policies and goals as outlined in Adviser/Client discussions.

IPS – Information and Assumptions

Client Profile Information – to be completed by client (will be sent via email) and sent to Advisor:

	Client #1	**Client #2**
Client Age(s):		
Client Gender:		
Client Health (Excellent, Good, Poor)		
Current Retirement Savings (Ex. Residence)	$	$
Pension: Initial Annual Income	$	$
Pension: Age When Income Starts (Current Age if currently receiving income)		
Social Security: Initial Annual Income	$	$
Social Security: Age When Income Starts (Current Age if currently receiving income)		
Other Income 1: Initial Annual Income	$	$
Other Income 1: Age When Income Starts (Current Age if currently receiving income)		
Other Income 1: Age When Income Stops (Enter "Lifetime" if it is lifetime income)		
Other Income 2: Initial Annual Income	$	$
Other Income 2: Age When Income Starts (Current Age if currently receiving income)		
Other Income 2: Age When Income Stops (Enter "Lifetime" if it is lifetime income)		
Other Income 3: Initial Annual Income	$	$
Other Income 3: Age When Income Starts (Current Age if currently receiving income)		
Other Income 3: Age When Income Stops (Enter "Lifetime" if it is lifetime income)		
Discretionary Spending Pattern (Steady Eddie, Harvester, Squireller, Cake Eater)	WILL DISCUSS IN INITIAL MEETING	
Investing Behavior in Bad Scenario (Increase Risk, Decrease Risk, No Change)	WILL DISCUSS IN INITIAL MEETING	
Spending Behavior in Bad Scenario (Decrease Spending, No Change)	WILL DISCUSS IN INITIAL MEETING	
Minimum Savings at any time in the future		
Annual Basic Spending		
Discretionary Income Risk Tolerance (High, Medium, Low)		

Communications and Reporting Guidelines

1. Adviser will provide a detailed financial plan to Client, and will not implement, manage the recommended financial strategy, monitor its performance, or be responsible for reporting performance to the Client. This will be the responsibility of the Client.

Adviser Proposed Investment Strategies and/or Modules

Our recommended retirement income strategy will be derived using a proprietary model created by Nested Interest. The retirement income strategy includes the following components:

Annuities: The model will calculate an annual dollar amount that the Client should use each year, starting immediately and until attaining age 85, to apply toward the purchase of income annuities. The annuities include variable immediate annuities (to provide for long term income needs) and longevity insurance (to provide for additional income needed starting at age 85).

Cash: Each year, the retirement income strategy assumes that you will set aside an amount in cash equal to the excess (if any) of the next year's spending over expected income.

TIPs: The retirement income strategy uses Treasury Inflation Protected Securities ("TIPs") to protect against near-term inflation risk. A bond ladder is created such that the maturities over each of the next 4 years will generate the cash needed to provide for the following year's spending. In addition, any minimum savings specified by the Client will also be invested in TIPs.

Growth Portfolio: Any investments not invested in annuities, cash, or TIPs will be invested in a diversified investment portfolio consisting of US Large Cap Stock, US Small & Mid Cap Stock, US Bond, and Foreign Stock asset classes.

The level of recommended discretionary income, and the recommended asset allocation for the growth portfolio, is derived by applying a "shock drop" stress scenario to the portfolio, reflecting the investing behavior and spending behavior specified by the client. The "shock drop" scenario reflects much lower assumed investment returns in the first two years of the projection (and in many cases losses in these first two years); the size of this "shock drop" varies with the level of risk tolerance indicated by the client – the lower the risk tolerance, the larger the assumed shock drop. The model uses the shock drop assumptions, and other assumptions, to estimate future savings each year until the end of the projection (projections go to age 95 for high risk tolerance clients, and to age 105 to low risk tolerance clients). The model selects the growth portfolio that supports the highest level of discretionary spending under the shock drop scenario, without savings dropping below the client's minimum savings requirement.

Exhibit II

Fee Schedule

The following are the fees charged by Nested Interest LLC for services provided:

Financial Planning Fees

Fixed Fees

The client will pay a fixed fee up front, as defined on Nested Interest LLC's website (www.nestedinterest.com). The fee is fully refundable within 30 days if the Client is not fully satisfied with the service.