



FINANCIAL PLANNING ADVISORY AGREEMENT

BETWEEN _____

and DEMPSEY INVESTMENT MANAGEMENT, LLC

To: Dempsey Investment Management, LLC
1233 Shelburne Road, Suite C4
South Burlington, VT 05403

I hereby retain Dempsey Investment Management, LLC (“Dempsey”), under this Financial Planning Advisory Agreement (“Agreement”) as my Financial Planning adviser to analyze my assets, including investment portfolio, and advise me concerning any planning and investment strategies which Dempsey considers necessary or appropriate based on my planning objectives. Unless I have instructed Dempsey otherwise, Dempsey’s advice to me shall be as I request advice from Dempsey on an as needed basis. Dempsey’s advice shall be provided to me either verbally, directly or over the phone, or in writing as I request.

For Dempsey’s services I agree that Dempsey shall be entitled to compensation in the amount of \$200.00 per hour. Typical financial plans usually cost between \$750.00 for less complex plans and up to \$1,500.00 for more complex plans. In addition, for financial planning advice and portfolio reviews that are not in the course of developing a specific financial plan, I will pay Dempsey at the rate of \$200.00 per hour with a minimum consultation fee of \$_____ for each consultation Dempsey provides. I shall make payment within 15 days of Dempsey billing me for each consultation.

The compensation payable to Dempsey, as set forth above, is separate and not the same as custodial fees or those charged by mutual funds, Exchange Traded Funds, and annuities. I understand that, separate from and in addition to compensation to Dempsey, I may be charged fees for mutual fund trades and for establishing, maintaining or closing a brokerage account with a custodian.

I understand and agree that Dempsey will not be, on my behalf, voting shares, partnership interests or other such equity interests owned by me in corporate shareholder meetings or partnership or other entity meetings or in resolutions in lieu thereof, either by proxy or otherwise, nor will Dempsey on my behalf enter into proxy agreements or any other arrangements relating to the voting of equity interests, whether such interests are contained in my Investment Portfolio, or otherwise.

I acknowledge I have received and reviewed Dempsey’s narrative brochure under Form ADV Part 2A and applicable supplement brochure under Form ADV Part 2B. If I did not receive the

brochure and supplement at least 48 hours before execution of this Agreement, I have the right to terminate the Agreement without penalty within five calendar days of entering into the Agreement. I also acknowledge receipt of Dempsey's Privacy Notice.

This Agreement is revocable at any time by me or Dempsey by written notice. In the case of termination of this Agreement any hourly fees under this Agreement will be based upon the number of hours worked and will become immediately due and payable. Any prepaid but unearned fees will be refunded promptly within 15 days.

This Agreement may not be assigned by Dempsey or me without the written consent of the other party.

Each section of this Agreement and any and every provision therein shall be severable from every other section of this Agreement, and any and every provision thereof, and the invalidity or unenforceability of any section, or provision shall not affect the validity of any other section or provision of this Agreement.

I understand that Dempsey performs, among other things, research and investment advisory services and financial planning for other clients. I recognize that Dempsey may give advice and take action in the performance of its duties to other clients which may differ from advice given, or the timing and nature of action taken, with respect to my financial planning.

This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont. Dempsey and I agree that any appropriate state or any Federal Court located in Chittenden County, Vermont shall have exclusive jurisdiction of any case or controversy arising under or in connection with this Agreement and shall be a proper forum in which to adjudicate such case of controversy. Dempsey and I consent to the jurisdiction of such courts.

Unless otherwise specified herein, all communications contemplated by this Agreement shall be deemed to be duly given when received (i) by me from Dempsey orally; (ii) in writing by Dempsey at Dempsey's address; (iii) when deposited by Dempsey and sent by first class mail addressed to me at my address; (iv) when delivered to me at an e-mail address specified by me from time to time (the "Email Address"), or (v) by Dempsey posting the communication on a web site to which I have password access or I am otherwise able to access (the "Web Site"). If this Agreement has more than one signatory, then I understand and agree that Dempsey may provide, receive and accept communications to and from any such signatory, and that in such a case Dempsey has no duty or obligation to verify such communications with any other signatory to the Agreement.

Notwithstanding any other provisions of this Agreement, I hereby acknowledge and agree that, consistent with the paragraph above, Dempsey may deliver communications and documents by electronic means rather than orally or by traditional mailing of paper copies. By consenting to the electronic delivery of all information relating to financial planning, I acknowledge possessing the technical ability and resources to receive electronic delivery of documents through the Email Address or a Web Site, and authorizes Dempsey to deliver all communications by e-mail to the Email Address, or by posting the communication on the Web Site. I further agree that Dempsey may provide in any electronic medium (including via Email Address delivery or posting on a Web Site) any recommendation, disclosure or document that is required by applicable securities laws or this Agreement to be provided by Dempsey, and that use of any one method permitted under this Agreement for communications with me shall be sufficient to satisfy any delivery requirement hereunder. The consent granted herein will last until revoked by me. In the event

that no Email Address is provided to Dempsey by me, then I agree that Dempsey may deliver communications and documents orally or by traditional mailing of paper copies.

Dempsey agrees that none of the information and data furnished by me to Dempsey and Donald F. Dempsey Jr. will be disclosed to any person, firm, or entity without my prior consent, unless disclosure is required by law; provided however, that Dempsey may disclose such information and data to third parties who have contracted with Dempsey to assist in analyzing such information and data. Any such disclosure to a third party will be strictly on a confidential basis and pursuant to a contract restricting the third party from disclosing such information and data to others, unless such disclosure is required by law.

Cordially,

Client: _____ Client: _____

Client Email Address: _____

Accepted by: _____ Dated: _____

duly authorized agent of
Dempsey Investment Management, LLC

Client Suitability Questionnaire

Annual Income

Under \$50,000 ___ \$50,000 - \$75,000 ___ \$75,000 - \$100,000 ___
\$100,000 - \$200,000 ___ Over \$200,000 ___

Tax Bracket

10% ___ 15% ___ 25% ___ 28% ___ 33% ___ 35% ___

Liquid Net Worth

Under \$50,000 ___ \$50,000-\$100,000 ___ \$100,000-\$200,000 ___
\$200,000-\$500,000 ___ Over \$500,000 ___

Risk Tolerance

Investment Experience

Low ___ Medium ___ High ___ None ___ Limited ___ Good ___ Extensive ___

Investment Objectives

Preservation of capital ___ Income with some growth of capital ___

Long term growth of capital ___ Income secondary ___ Speculation ___

Drivers License Number _____

Other (explain) _____

Other general concerns or issues _____
