

Financial Planning Agreement

This agreement (“Agreement”) sets forth the terms and conditions under which Janney Montgomery Scott LLC (“Janney”) agrees to provide certain financial planning services (“Service”) to the undersigned client (the “Client”).

1. Financial Planning Services: The Client will provide Janney with information about his/her financial circumstances and objectives by completing the Client Questionnaire. Based on the information provided in the Client Questionnaire, Janney will develop a written financial plan (the “Plan”) that analyzes the Client’s current financial situation and suggests appropriate actions the Client may take. The Plan will be based on information provided by the Client in the Client Questionnaire. The Client is responsible for ensuring that the Client Questionnaire contains complete and accurate information. Janney will rely upon the information in the Client Questionnaire and will not verify it independently.

Janney will assist the Client in defining his/her objectives and understanding the financial planning recommendations. Based on the information provided by the Client, Janney will suggest an asset allocation strategy and may recommend particular securities and/or mutual funds. Janney also may provide the Client with estimates or forecasts of the chance the Client will reach his/her stated goals by using hypothetical economic scenarios. The forecasts are not guarantees of future results, but reasonable estimates using stated assumptions and based on the information supplied by the Client.

2. Plan Updates: The Plan will be current as of the date it is prepared and will be based only on information available at that time. Janney’s responsibilities under the Agreement end once Janney has delivered the Plan to the Client, and this advisory relationship and this Agreement will be terminated on the date Janney delivers the Plan to the Client. The Client may request that Janney update the Plan by entering into a separate agreement and paying a separate fee.

3. Fees: Janney and the Client may agree to a fee for the services described herein. This fee is described on Schedule A below.

4. Miscellaneous: This Agreement contains the entire understanding between Janney and the Client concerning the matter specified herein and any changes to this Agreement must be in writing. If any part of this Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of the Agreement. This Agreement will be construed, and rights and liabilities of the parties determined, in accordance with the internal laws of the Commonwealth of Pennsylvania. Janney may not assign this Agreement without the consent of the Client.

5. Pre-Dispute Arbitration Disclosure: This agreement is subject to the following arbitration clause and, in agreeing to abide by its terms, the undersigned acknowledges that: (A) All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed. (B) Arbitration awards are generally final and binding; a party’s ability to have a court reverse or modify an arbitration award is very limited. (C) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings. (D) The arbitrators do not have to explain the reason(s) for their award. (E) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

(F) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court. (G) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

Any controversy between Janney and the Client arising out of Janney's business, this Agreement or any of the Client's accounts with Janney, shall be submitted to arbitration conducted under the terms of the Code of Arbitration Procedure of the National Association of Securities Dealers, Inc. or the provisions of the Constitution and Rules of the Board of Governors of the New York Stock Exchange, Inc. If the Client does not make such an election within five (5) business days after receipt from Janney of a notice requesting the election, Janney may make the election on behalf of the Client. In order to induce Janney to accept this Agreement, the Client agrees that the laws of the Commonwealth of Pennsylvania shall govern this Agreement. No person shall bring a putative class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement, against any person who has initiated in court a putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

By signing this Agreement, the Client acknowledges that: (1) this Agreement is governed by a pre-dispute arbitration clause contained in item 5, and (2) receipt of a copy of this Agreement, the Janney Financial Planning Disclosure Document and Janney Privacy Notice.

Client Signature

Client Signature

Print Name

Print Name

Date

Date

Accepted by Janney Montgomery Scott LLC:

Signature

Print Name and Title

Date

Schedule A – Fees

The Client agrees to pay Janney the following fees: _____.

Client agrees to pay one half of the fee upon acceptance of this Agreement and the balance upon the delivery of the Plan. Any unusual and/or significant additional tasks undertaken by Janney at the Client's request subsequent to the initiation of the Agreement will be subject to additional charge as agreed upon between Janney and the Client prior to the commencement of such unusual and/or significant additional tasks.