F I R S T F I N A N C I A L

A D V I S O R Y S E R V I C E S, I N C.

A REGISTERED INVESTMENT ADVISOR

SERVICE AGREEMENT – FINANCIAL ORIENTATION PROGRAM

THIS SERVICE AGREEMENT FOR A FINANCIAL ORIENTATION PROGRAM, (hereinafter referred to as the "Agreement"), is made by and between First Financial Advisory Services, Inc. (hereinafter, "Provider"), which offers this program through its Far Flung Change (FFC) division, and the individuals or entities identified in Section 16 (ENTIRE AGREEMENT AND ACCEPTANCE) (hereinafter, "Payor"). Program participants are described in this agreement as Orienteers. Payors may purchase this program and designate someone else as the Orienteer at their own discretion.

WHEREAS, Payor desires to appoint Provider as Orientation Guide with authority and responsibility to provide the services identified below;

WHEREAS, Provider desires to act in such capacity as Orientation Guide on the terms and conditions hereinafter set forth;

NOW, therefore, the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

<u>1. SCOPE OF SERVICES.</u> Payor retains and authorizes Provider to provide, and Provider agrees to provide, the Financial Orientation Program (FOP) services indicated by Payor's selection in Section 2 below on the following terms and conditions:

(a) Payor is not being provided with individualized investment advice under this Agreement. Payor will not be given any advice nor receive recommendations regarding the value, purchase, or sale of securities. Payor is free to select any investment adviser, broker, dealer, or insurance agent Payor for individualized investment advice if such is wanted.

(b) Payor acknowledges that Provider obtains information from a wide variety of publicly available sources. The information developed by Provider in its development of the FOP and related assets is based upon its professional judgment. Provider cannot guarantee the results of any of its information when applied by Orienteer.

<u>2. FEE.</u> The Payor agrees to pay Provider the noted fee to participate in the FOP in accord with the terms and conditions stated below. Provider will not offer or provide: discussion of individual securities, specific or directed advice, or any personalized planning or investment guidance as part of this Agreement throughout the duration of the Term, as defined in Section 9 of this Agreement. This service is educational in nature and does not include any specific investment advice regarding securities.

CHOOSE TYPE	SERVICE DESCRIPTION – FIRST ORIENTEER
☐	**$500 Basic FOP – 1-Year Guided Orientation** • Orienteer submits the completed Caddy Book of Orientation (CBoO) to FFC. • Orienteer receives access to a) Financial Orientation Compendium (360 DogStar Definitions) and b) 6 Topical Supplements (providing 293 more DogStar Definitions). • Orienteer receives an Orientation ScoreCard to measure their progress of understanding across the 18 components of financial orientation. • Orienteer submits an Orientation Question (OQ) by email and receives a written answer from an FFC fiduciary within 2 business days, along with an invitation to continue the specific inquiry with a subsequent conversation by phone, zoom, or in person. *[This is the Inquiry-Response Loop (IRL). FFC will consider an OQ as resolved when the Orienteer reports that they have sufficient understanding and/or stops inquiring.]* • Orienteer activates further IRLs by submitting additional OQs without limit during the remainder of the 1-Year Term.
☐	**$750 Premium FOP – 1-Year Guided Orientation** • Includes all components of the Basic FOP, plus: • Scheduled Check-ins and Follow-ups. • Orienteer receives access to a comprehensive, cloud-based account aggregation software program that enables users to monitor net financial worth, track spending, build budgets, set and prioritize goals, and securely share documents via a Document Vault. • FFC digitizes Orientation ScoreCard progress updates (as reported by Orienteer) and retains all ScoreCard versions in the Document Vault. • Retention of all submitted OQs and written responses in the Document Vault.
CHOOSE TYPE	**SERVICE DESCRIPTION – EACH ADDITIONAL ORIENTEER**
☐	**$250 Basic FOP – 1-Year Guided Orientation** TOTAL # of Additional Orienteers ____
☐	**$375 Premium FOP – 1-Year Guided Orientation** TOTAL # of Additional Orienteers ____

(a) The FOP begins when this Agreement is signed both parties and Payor submits payment.
(b) Payor acknowledges that Provider is not being retained with this agreement to manage Payor's and/or Orienteer's investments, to implement any plan or advice, or to advise on any specific investment absent a separate, signed, Investment Advisory Agreement.
(c) The FOP Fees noted above do not include the provision of any other professional services.
(d) Payor will be assigned the sole Orienteer role if single package selected, unless otherwise noted.
(e) Add names below for any and all Orienteers ***other than/in addition to the Payor***.

ORIENTEER NAME	MOBILE #	EMAIL ADDRESS

3. CONFIDENTIALITY. Except as otherwise agreed in writing or as required by law, Provider will keep confidential all information concerning Payor's and/or Orienteer's FOP participation.

4. PRIVACY POLICY STATEMENT. Provider does not disclose Payor and/or Orienteer information to non-affiliated third parties, except as permitted or required by law (e.g., disclosures to service Payor accounts or to respond to subpoenas). Payor and/or Orienteer acknowledge receipt and understanding of the Provider's Privacy Policy.

5. OTHER INVESTMENT ACCOUNTS. Payor and/or Orienteer acknowledge that Provider offers services to more than one Payor, and may take action with respect to any of its other Payors which may differ from the service given in support of the FOP. Provider has no obligation to disclose to Payor the purchase or sale of any security which Provider, its principals, affiliates, or employees may purchase or sell for its (their) own account(s) or for the accounts of other Payors.

6. DEATH OR DISABILITY. If Payor and/or Orienteer is a natural person, the death, disability, or incompetence of Payor will not terminate or change the terms of Agreement. However, Payor's executor, guardian, attorney-in-fact, or other authorized representative may terminate Agreement by giving written notice to Provider.

7. ACKNOWLEDGEMENT OF RISK. Provider will use its best judgment and good faith efforts in rendering services to Payor and/or Orienteer. Provider's communications to Payor and/or Orienteer with regard to the FOP shall not constitute financial, legal, or tax accounting advice, analysis or opinion.

8. ARBITRATION. This Agreement contains a mediation and arbitration clause. Excepting matters for injunctive relief, it is agreed that all controversies or disputes which may arise between Payor and Provider (and/or its subcontractors or representatives), concerning any transaction or order, the construction, performance, or breach of Agreement or any other Agreement between Payor and Provider, whether entered into prior to, on, or subsequent to the date of this Agreement, including any controversy concerning whether an issue is an arbitration claim, shall be settled either by mediation instituted at the request of either party, or if not resolved by mediation, by arbitration, unless unenforceable under applicable state or federal law.

Any mediation or arbitration will be held in the State in which the Payor resides unless otherwise agreed to by both parties. Any arbitration shall be conducted in accordance with the applicable rules of Complex Commercial Disputes of the American Arbitration Association ("AAA") and the laws of the state in which the Payor resides. Judgment on any arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

Notwithstanding the foregoing, this binding arbitration clause in no way limits or affects the Payor's rights under applicable federal or state securities laws. With respect to controversies or disputes which may arise between Payor and Provider concerning matters involving alleged violations of applicable federal or state securities laws, breach of common law or statutory duty, this mediation and arbitration process does not constitute a waiver of any legal rights provided under the aforementioned laws, including the right to choose a forum, whether by arbitration or adjudication, in which to seek the resolution of disputes.

9. TERM. This Agreement shall remain in effect for one year from the Effective Date of this Agreement ("Term"). The Effective Date of this Agreement shall be the date that the Agreement is signed by all parties to the Agreement.

Either party may terminate services by submitting written notice to the other. Notice will be effective upon receipt. If services are terminated within ten calendar days of signing the Agreement, services are terminated without penalty (a complete refund of fees paid in advance). Provider will not refund any portion of the fee if the written notice of termination is received after the initial ten calendar days have elapsed.

<u>10. SEVERABILITY.</u> It is understood by the parties that if any term, provision, duty or obligation under this Agreement is held by the courts to be unenforceable, illegal or in conflict with applicable state law, the validity of the remaining portion shall not be affected and the rights and obligations of the parties shall be construed and enforced as if such invalidity or unenforceable provision was not contained in this Agreement.

<u>11. GOVERNING LAW.</u> This Agreement is governed by and construed in accordance with the laws of the State in which the Payor resides, without giving effect to any conflict or choice of law provisions of that state.

<u>12. ASSIGNMENT.</u> This Agreement is binding and for the benefit of the parties to Agreement, their successors, and permitted assigns, except that Agreement may not be assigned by either party without consent of the other party. Payor consent to a proposed assignment can be achieved by Payor's failure to object within thirty (30) days of Provider sending a notice of proposed consent addressed to the Payor's address of record.

<u>13. MISCELLANEOUS PROVISIONS.</u>

(a) This Agreement shall not become effective until the latter to occur of acceptance by Provider as evidenced by its signature below or the receipt of the initial payment. No modification or amendment to this Agreement shall be effective unless made in writing and signed by Payor and an authorized representative of Provider.

(b) The parties hereto acknowledge and agree that this Agreement alone constitutes the final written expression of the parties with respect to all matters contained herein, and the parties further acknowledge and agree that there are no prior or contemporaneous agreements, or if any, such prior agreements are merged herein. This Agreement alone constitutes the final understanding between the parties.

<u>14. ACKNOWLEDGEMENT OF RECEIPT.</u> Payor acknowledges receipt of Part 2 and 3 of Form ADV prior to entering into this Agreement. For the purposes of this Section and Section 11, a contract is considered entered into when all parties to the contract have signed the Agreement.

<u>15. NOTICES.</u> Except as otherwise provided herein, any notice or report to be given to Provider under this Agreement will be delivered either (a) by electronic mail transmission (i.e., via email) to MCunningham@1stAllied.com; or (b) in person, U.S. mail, overnight courier (postage prepaid), or sent by facsimile (with a hard copy sent by U.S. mail) to Provider as addressed below and to the attention of its Principal or at such other address as Provider may designate in writing.

<u>First Financial Advisory Services, Inc.</u> **Fax No. (401) 596-0195**
85 Beach Street
Westerly, Rhode Island 02891

Payor authorizes Provider to send, and agrees to receive, disclosure documents (including the Firm's Brochure), policies updates, and notices through electronic mail transmissions (i.e., via email) to email addresses designated by Payor, including but not limited to the address shown on Payor account forms or intake documentation, except in instances otherwise prohibited by law.

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<< THIS AGREEMENT CONTINUES ON THE FOLLOWING PAGE >>

16. ENTIRE AGREEMENT AND ACCEPTANCE.

IN WITNESS WHEREOF, this Agreement represents the entire Agreement between the Parties with respect to the subject matter contained herein and the Parties below indicate agreement and acceptance of all terms and provisions herein by execution of this Agreement as of the dates indicated below.

Payor is the individual or entity who signs the Agreement and is responsible for payment of the Orientation Fee. The Payor's signature binds the contract regardless of who the Orienteer(s) are. An individual who receives and participates in the Financial Orientation Program is an Orienteer. The Orienteer may be the same person as the Payor or not. Multiple Orienteers from the same household may be enrolled under a single agreement. This Agreement may not be changed orally but only by an Agreement in writing signed by all parties.

PAYOR/PAYOR INFORMATION

Payor Name (Printed)	Payor Email
Payor Street Address	Payor City, State & Zip Code

PAYOR ACCEPTANCE OF FINANCIAL ORIENTATION ENGAGEMENT AGREEMENT

YOUR SIGNATURE BELOW CONFIRMS YOUR AGREEMENT TO ALL TERMS AND CONDITIONS CONTAINED HEREIN AND THEREIN.
THIS AGREEMENT CONTAINS A MEDIATION AND ARBITRATION CLAUSE LOCATED IN SECTION 10.

By: ____

Payor Signature Date

FFAS ACCEPTANCE OF FINANCIAL ORIENTATION ENGAGEMENT AGREEMENT

By: ____________________________ ____________________________

FFAS IAR Signature Date Name (print)

By: ____________________________ ____________________________

FFAS Officer Signature Date Name (print)