# FIDUCIARY OATH
# PUTTING YOUR INTERESTS FIRST

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I believe in placing your best interests first. Therefore, I am proud to commit to the following five fiduciary principles:

I will always put your best interests first.

I will act with prudence; that is, with the skill, care, diligence, and good judgment of a professional.

I will not mislead you, and I will provide conspicuous, full and fair disclosure of all important facts.

I will avoid conflicts of interest.

I will fully disclose and fairly manage, in your favor, any unavoidable conflicts.

Advisor Signature: Dwight Dettloff

Advisor Name: Dwight Dettloff

Date: 04/11/2018

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# FEE-ONLY AGREEMENT

The definition of “fee-only” under NAPFA and the CFP Board is straightforward – if you can earn a commission by selling something in the financial services industry, you must disclose the commission and therefore cannot be fee-only. Any act of holding out as a fee-only advisor while ANY commissions are coming in constitutes a violation.

Notably, the CFP Board expands this definition to include even the ability to earn a commission, including through a related party. So having a “separate” insurance agency relationship to which clients could be cross-referred, or a relationship with a broker-dealer, violates the fee-only requirement. Holding an insurance license is permitted as a fee-only advisor – as some states actually require an insurance license even just to give insurance advice – but being appointed with an insurance company to sell their products would violate the fee-only requirements. XYPN adopts the CFP definition of "fee-only."

Short term side hustle of real estate / insurance sales may seem attractive, but as Michael Kitces always reminds us: "never make long-term decisions based on short-term cash flow needs". If you need to work on a commissioned basis before making the transition to fee-only advising and XYPN that is your choice, but to be a member of XYPN and a fee-only advisor, the commissions have to end. Even just selling the rare one policy every few years is still a violation of being fee-only.

We at XYPN allow members to transition to fee-only, recognizing that some people may have had insurance or other commission-based relationships in the past, and that it takes time to transition. We allow for a 12 month transition.

**As such, upon joining XYPN, Members:**

1) Must not sell any new products immediately as of joining (member requirement)
2) Must eliminate all trails within 12 months (member requirement)
3) Must not hold out as fee-only at ANY POINT (including during the 12 month period) while still receiving trails
4) Cannot be listed on the XYPN website as an XYPN advisor while still receiving ANY trails

If you decide to sell real estate or insurance during your tenure with XYPN, you will need to leave XYPN, NAPFA and notify the CFP Board. If you're under a 12 month contract with us, you agree to buyout the remaining portion of the contract per the terms listed therein.

Advisor Signature: Dwight Dettloff _____ Date: 04/11/2018 _____

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# COMPLIANCE TERMS OF SERVICE

The XYPN member takes full responsibility on behalf of their firm to ensure that the items contained in their Compliance Manual (Written Supervisory Procedures), Business Continuity Plan, Social Media Policy, Privacy Policy, ADV Part 2, or any other compliance document for which XYPN has provided a template, are adapted in a manner to apply to the specifics of their firm, comply with applicable State and Federal Securities Laws, and address all areas mandated by the firm's regulators.

XY Planning Network has provided these Templates for our member's Compliance Program as nothing more than a guide for assistance in the process of drafting their firm's Compliance documents. XY Planning Network has only provided compliance templates, and these documents are not intended to be the final document. XY Planning Network is not to be held liable in the instance that any information therein be deemed insufficient or misleading by regulators, auditors, clients, or any other third-party with whom above mentioned firm is associated.

In addition, XY Planning Network assumes no responsibility for assuring that the policies and procedures within this document are subsequently implemented or adequately monitored, as that is the responsibility of the Chief Compliance Officer, and no representative of XY Planning Network will be present during any audit or technical visit to speak on behalf of the member's firm regarding the items within these documents.

**By signing below I agree to be bound the terms detailed in this document and certify that I have reviewed, understood, and agree to be bound by all the terms and conditions described above. In addition, I certify that I am of sound mental condition/state, sufficient legal age, and proper legal authority to enter into and be bound by this contract in the state of Montana.**

Advisor Signature: Dwight Dettloff _____ Date: 04/11/2018 _____

# NON-DISCLOSURE AGREEMENT OF CONFIDENTIAL INFORMATION

WHEREAS, in connection with services and enterprise accounts contracted and provided by XYPN ("The Receiving Party") to the XYPN Member ("Disclosing Party"), the Disclosing Party may disclose proprietary and confidential information, whether oral or written, including but not limited to technical information in any format or form, and business information regarding organization, management, marketing, concepts or customers/clients.

WHEREAS, such disclosures are necessary to carry on business discussions and are made for the sole purpose of facilitating a business relationship between Disclosing Party and Receiving Party (the "Purpose") and such disclosures are conditioned upon mutual covenants to protect such disclosures from being revealed to unauthorized persons, and other such conditions as hereinafter agreed.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, Disclosing Party and Receiving Party (collectively referred to as "Parties" and individually each as a "Party"), intending to be legally bound hereby, agree as follows:

1. Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean any and all information and material, however documented, that has been or may hereafter be provided or shown to Receiving Party, which relate to the Disclosing Party's customer accounts, employees, owners, systems, research, development, products, data, know-how, formulae, software, source codes, trade secrets, forms, financial information (including historical financial statements, financial projections and budgets, and historical and projected sales), procedures or business affairs or that of any of its customers, subsidiaries, affiliates and third parties to whom the Disclosing Party owes a duty of confidentiality. Notwithstanding the foregoing, Confidential Information shall not include: (a) information generally known to the public through no fault of the Receiving Party; or (b) information that was available, or becomes available, to Receiving Party on a non-confidential basis prior to its disclosure to Receiving Party by Disclosing Party, but only if (i) the source of such information is not bound by this Agreement or Receiving Party is not otherwise prohibited from transmitting the information by a contractual, legal, fiduciary or other obligation, and (ii) Receiving Party provides Disclosing Party with written notice of such prior possession either (A) prior to the execution and delivery of this Agreement or (B) if Receiving Party later becomes aware of (through disclosure to Receiving Party or otherwise) any aspect of the Confidential Information of which Receiving Party had prior possession, promptly upon Receiving Party becoming aware of such aspect.

2. Confidentiality; Restrictions on Use. Receiving Party agrees that the Confidential Information (a) will be kept confidential by Receiving Party and (b) without limiting the foregoing, will not be disclosed by Receiving Party, directly or indirectly, in whole or in part, to any third person, firm or company, including Receiving Party's, business partners, servants, agents or advisors. Under no circumstances shall Receiving Party use the Confidential Information for its own benefit, or copy duplicate or reproduce the Confidential Information. Receiving Party agrees to use the same degree of care in safeguarding the Confidential Information as it uses for its own confidential and proprietary information, which shall in no event be less than the degree of care that would be taken by a reasonable person in similar circumstances. Receiving Party shall promptly notify Disclosing Party of any breach or suspected breach of this Agreement or of any unauthorized access to, use or disclosure of any Confidential Information or any unauthorized access to or use of the security procedures protecting such Confidential Information and shall promptly furnish to Disclosing Party details of any of the above to the extent not prohibited by applicable law, regulation or law enforcement authorities, and without violating obligations of confidentiality owed to other clients.

3. Ownership of Information. All Confidential Information shall be and remain the property of the Disclosing Party. Nothing in this Agreement shall be construed as a grant by implication, estoppel or otherwise, of any rights under Disclosing Party's trade secrets or under any patent, patent application, utility model, copyright, or any other industrial or intellectual property rights to any of the Confidential Information, including any license by Disclosing Party to make, have made, use or sell any part of the Confidential Information or any material or product embodying any part of the Confidential Information.

4. Term; Return of Materials. The term of this Agreement shall commence as of the date first set forth above and shall continue thereafter until either Party gives written notice to the other of its intent to terminate. Upon the earlier of termination of this Agreement or the written request of the Disclosing Party, the Receiving Party shall return all copies of the Disclosing Party's Confidential Information or certify in writing that all copies thereof have been destroyed. Each Party's obligations hereunder shall survive termination of this Agreement for any reason. Notwithstanding the foregoing, Receiving Party may



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retain Information as may be automatically archived as part of the Receiving Party's electronic back-up system, provided it is not available for general access and it remains subject to the obligations of confidentiality hereunder.

5. Compelled Disclosure. In the event that the Receiving Party or anyone to whom it may transmit the Confidential Information pursuant to this Agreement becomes legally compelled to disclose any of the Confidential Information to a third party (by deposition, interrogatory, request for documents, subpoena, civil investigation other demand or decree by applicable governmental authority or the application of statutes, acts, laws, rules and regulations), the Receiving Party will provide the Disclosing Party with prompt notice before such information is disclosed so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, the Receiving Party will furnish only that portion of the Confidential Information which the Receiving Party is advised by reasonable opinion of legal counsel is legally required and will exercise its best efforts to assist the Disclosing Party in obtaining a protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information that is disclosed.

6. Remedies. Receiving Party agrees to indemnify and hold Disclosing Party harmless from any damage, loss, cost or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure by Receiving Party or other violation of this Agreement. In addition, because an award of money damages (whether pursuant to the foregoing sentence or otherwise) would be inadequate for any breach of this Agreement by Receiving Party and any such breach would cause Disclosing Party irreparable harm, Receiving Party also agrees that, in the event of any breach or threatened breach of this Agreement, Disclosing Party will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. Such remedies will not be the exclusive remedies for any breach of this Agreement and will be in addition to all other remedies available at law or equity to Disclosing Party.

7. Entire Agreement; Assignment. This document contains the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any previous understanding, commitments or agreements, oral or written, pertaining to the subject matter of this Agreement. This Agreement shall not be assigned, modified or changed in any manner except in a writing signed by both Parties.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana, without giving effect to the conflict of laws principles of that or any other jurisdiction. If any provision of this Agreement is declared void or otherwise unenforceable, such provision shall be deemed to have been severed from this Agreement, which shall otherwise remain in full force and effect.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

**In Witness Whereof,** the Parties have executed this Agreement on the date set forth below.

AUTHORIZED PARTY

Signature Dwight Dettloff

Name: Dwight Dettloff

Title: Managing Member

Date: 04/11/2018

XY PLANNING NETWORK, LLC

Signature Robert A. Moore

Name: Robert Alan Moore

Title: Co-Founder

Date: 01 / 17 / 2017



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