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: Brian Terry

Advisor Name: Brian Terry

Date: 07/17/2019

Doc ID: 161d68a415ba6bd1f2c97fc228ecab31203d223e

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: Brian Terry _____ Date: 07/17/2019 _____

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: Brian Terry _____ Date: 07/17/2019 _____