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CONFIDENTIAL APPLICATION AND CONTRACT

Name: _____ Date: _____

Company or firm name: _____

Mailing address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ - _____ Fax: () _____ - _____ Email: _____

Year of birth: _____

State(s) where I am currently registered as an investment advisor:

State(s) where I intend to register as an investment advisor:

I am applying to become a: (please check one)

- Member**
The GPN Member (if any) who helped me make the decision to join is: _____
- Associate Member**
The GPN Member that I am affiliated with is: _____
- Renewing Member**
Renewing Members please only fill out any information on the application that has changed in the past year.

Professional designations: _____

Educational background: (512 character limit)

Current employment / professional activities: (1024 character limit)

Employment history over past 10 years. (Please provide complete history in the financial services industry, if it spans over 10 years.): (1536 character limit)

Contract

This constitutes a formal Contract entered into by THE GARRETT PLANNING NETWORK, INC., 5427 Johnson Drive, #374, Shawnee Mission, Kansas 66205 (hereafter referred to as "GPN") and _____ having a place of business at _____

_____ (hereafter referred to as "Member"), effective as of the date of the last signature on the signature page hereto. For and in consideration of the covenants and agreements herein and other good and valuable consideration, the parties agree as follows:

A. Terms of Membership.

1. In consideration for payment of the registration fee of a \$[] initial payment and \$[] monthly payments due on each of the eleven months following the date hereof for new Members and renewing Members, GPN agrees to provide any new Member or renewing Member with products and services (and all updates as they become available throughout the term of this Contract) including, but not limited to the following: Training & Procedural Manuals (including Quick Start Manual and Compliance Manual), Access to the Garrett Knowledge Bank Community, Audio and Video Recording Series, Profile on "Locate an Advisor" map on Web Site, Industry Product and Service Vendor Discounts, Templates of All Marketing Materials and Forms for Internal & Client Use, Practice Management Coaching, Marketing Coaching, Business Plan Coaching, Compliance Coaching, Annual "Sharing Best Practices" Retreat, Ongoing Web Conferences, etc. Materials provided by GPN will be made available in electronic format on GPN's website and will not necessarily be provided in hard copy form.
2. The Member may identify himself or herself as a licensed GPN Member, unless the Member has not yet transitioned to 100% Fee Only Services (as defined in Section B.1., below). The Member shall have the right to use the GPN logo and the phrase "Member of The Garrett Planning Network, Inc." in promotional materials throughout the term of this Contract, subject to the terms of this Contract. However, if the Member has not yet transitioned to 100% Fee Only services, the Member shall not be permitted to identify himself or herself as a licensed GPN Member, use the GPN logo or the phrase "Member of the Garrett Planning Network, Inc." or have his or her profile posted on the GPN website until such transition is complete.

3. The Member may renew membership in The Garrett Planning Network, Inc. on an annual basis upon execution of a new contract with GPN, subject to the approval of GPN in its sole discretion.

B. Member Agreements.

1. During the term of this Contract, Member shall provide services on a Fee-Only basis. For purposes hereof, "Fee-Only" shall mean that Member is compensated solely by the Member's client with neither the Member nor any related party receiving compensation that is contingent on the purchase or sale of a financial product. Notwithstanding the above, new Members shall have up to one (1) year from the date of registration as an investment advisor to terminate any trailing commissions.
2. Member shall comply with all Federal and State regulations regarding registrations which may apply to his or her activities as a financial advisor, including but not limited to becoming a registered investment advisor ("RIA") by registering with the appropriate federal and state authorities. Member shall provide GPN with a copy of his or her Form ADV Parts I and II upon application for membership, or, if the Member is not registered at the time of application, Member shall provide a copy of his or her Form ADV Parts I and II upon registering as an investment advisor. Member shall also provide GPN with a current copy of Form ADV Part II upon renewal of membership. GPN will obtain a copy of Form ADV Part I for renewing Members from the Investment Advisor Registration Depository ("IARD") website.
3. Member shall abide by the Certified Financial Planner ("CFP®") Board of Standards Code of Ethics and the National Association of Personal Financial Advisors ("NAPFA") Fiduciary Oath.
4. Members accepted as Members of GPN will obtain CFP® certification within five (5) years from the date of initial RIA registration after becoming a Member of GPN. Members accepted prior to January 1, 2007 are strongly encouraged but not required to obtain CFP® certification.
5. Member shall provide financial advice on an as-needed basis to individuals from all walks of life, which for purposes hereof means to provide services to more than 50% of all engagements without any minimums as to income, assets, net worth, length of engagement or revenues generated.
6. Member shall identify his or her firm as independently owned and operated and not owned or controlled by GPN.

7. Member acknowledges and agrees that GPN owns all rights in and title to the names The Garrett Planning Network, Inc., Garrett Planning Network, GPN, the GPN business model, the GPN logo and all materials provided hereunder to the Member including all copyright, trademark and other intellectual property rights.
8. Member acknowledges and agrees that any GPN proprietary software made available to members (including its source code, sequence, organization and structure) (if any) and other materials produced by GPN, including but not limited to marketing programs, audio and video recordings (the "Materials"), etc. are unique and not generally available to the general public. Member further acknowledges that GPN owns all right, title and interest and copyrights to the Materials and that all of the Materials contain trade secrets and confidential information for purposes of this Contract.
9. Member acknowledges and agrees that the GPN intranet, also known as the Knowledge Bank and its contents, discussion forums, announcements, and other content is provided for the exclusive use of GPN Members and under no circumstance shall any information, documents, discussions, or other content from the Knowledge Bank be shared with any party outside of the GPN. Should a Member breach any provision regarding the trade secrets and confidentiality of GPN such Member shall be subject to immediate termination at the sole discretion of GPN.
10. Member may download documents, podcasts, and other items from the GPN Knowledge Bank, provided that any such downloaded material may be used solely by the Member and only so long as such Member remains in good standing with the GPN. If a Member employs staff or works with independent contractors the Member shall be responsible for such employees and independent contractors maintaining GPN trade secrets and the confidentiality of any document, resource, or information gain through the Member's affiliation with the GPN.
11. Member agrees not to use the name "The Garrett Planning Network, Inc.", "GPN", the GPN logo or any materials owned, provided or developed by GPN outside the use contemplated by this Contract, and to maintain confidentiality of the GPN business model, intellectual property, trade secrets, Knowledge Bank contents and discussions other than as necessary to render advice to clients.
12. Member agrees not to represent any Materials owned, provided by or developed by GPN as his or her own, except when used as a

tool to market his or her services to clients or render advice to a client.

13. Member agrees to notify GPN in writing at least ten (10) days prior to any change in Member's address, telephone number, email address, website address or any other information contained on the Application.
14. Member acknowledges, agrees and represents to GPN that Member has such knowledge and experience in financial and business matters, including experience as an investment advisor, as to be capable of evaluating the merits and risks of providing services on a Fee-Only basis and has not relied on any information provided by GPN in making the decision to provide services on a Fee-Only basis.
15. Member acknowledges and agrees that neither membership in GPN nor use of any of the Materials guarantees Member profitability or clients. Member acknowledges and agrees that the success or failure of Member's business is solely the responsibility of Member.

C. Attestation.

IN EXECUTING THIS CONTRACT, MEMBER (including Associate Members) AGREES WITH AND ATTESTS TO THE FOLLOWING STATEMENT:

"I am now or am currently in the process of becoming a Fee-Only, CERTIFIED FINANCIAL PLANNER™ practitioner and my primary focus is to provide financial advice on an as-needed basis to individuals from all walks of life."

D. Associate Members.

Planners who are associated with a Member as a partner or employee may apply to become an Associate Member of GPN. Fees for each Associate Member are available on the Garrett website. GPN, in its sole discretion, has the right to determine whether a planner meets the definition of a partner or employee. An Associate Member who enters into an Associate Membership of GPN has the same rights and obligations under this Contract as the Member with whom he or she is associated during that term of partnership or employment.

E. Confidentiality.

Member acknowledges and agrees that GPN has developed or acquired certain unique techniques, procedures, sales methods, other business methods and practices, and products, including but not limited to, GPN's business model, software, training materials, audio and video recordings and other promotional materials, logo or name and products, materials and discussions available on GPN's intranet site (the Knowledge Bank), which are not generally known to the public and are confidential in nature, and which are and will continue to be of great and unique value to GPN. Member has acquired limited rights to use such confidential information pursuant to the terms of this Contract and Member's membership in GPN. This confidential information shall not include information that (i) is or becomes generally available to the public at large or to other professionals in the same or similar business as GPN other than as a result of disclosure in violation of this Contract, (ii) is available to Member on a non-confidential basis from a source other than GPN, or (iii) was known to Member on a non-confidential basis prior to its disclosure to Member by GPN.

Member agrees that all such confidential information he or she has acquired or will acquire as a result of his or her membership in GPN will be kept and maintained as confidential, in complete secrecy, except to the limited extent necessary to render advice to clients or as otherwise provided in this Contract. Member agrees not to copy, duplicate or store on computer files any of the confidential information which may be disclosed to Member and shall not permit any other person to do so, except as expressly allowed under this Contract or as expressly permitted on written materials marked "May be duplicated for internal use of the Member only." The terms of this provision shall survive termination of this Contract.

In the event Member breaches this Confidentiality provision of this Contract, GPN shall be entitled, in addition to all other remedies available to it at law or in equity, to equitable relief, including specific performance and injunctive relief to enforce and provision hereof and to restrain Member from using or disclosing, in whole or in part, directly or indirectly, any confidential information. Member agrees that, in addition to other costs and damages resulting from a breach of these provisions, he or she shall pay GPN's attorneys' fees and expenses.

F. Termination of Membership.

1. GPN may terminate a Member's membership in GPN at any time upon written notice to the Member if GPN determines, in its sole discretion, that a Member (i) has violated or breached any provision of this Contract or (ii) has failed to provide competent service to clients consistent with the requirements of this Contract.

2. Member must notify GPN within five (5) days if such Member fails to meet any of the criteria for membership in GPN as set forth in Sections B and C hereof or otherwise ceases to conduct business as a Fee-Only Certified Financial Planner or other qualified professional designation. Member's membership in GPN will be automatically terminated at such time as Member fails to meet all such membership criteria or ceases to conduct business.
3. A Member may terminate such Member's membership in GPN at any time upon not less than ten (10) days written notice to GPN. Following termination by the Member, Member shall have no further responsibility for payment of registration fees to GPN.
4. Upon any termination set forth above, Member agrees to immediately cease using and to promptly return to GPN any and all Materials provided to Member by GPN, including but not limited to software, audio and video recordings, manuals, products and materials obtained from GPN's Knowledge Bank and any other written or electronic materials. Member further agrees to immediately cease the use of GPN logo, the phrase "Member of The Garrett Planning Network, Inc." and any other name, logo or mark owned by or associated with GPN. In the event Member fails to comply with this provision, GPN shall be entitled to any and all remedies at law or in equity available to it, including but not limited to injunctive relief as provided in Section D, above, and indemnification as set forth in Section F, below.
5. Upon any termination of Member's membership in GPN for any reason, Member shall not be entitled to a refund of all or any part of Member's registration fee.

G. Indemnification.

Member agrees to indemnify and hold harmless GPN, its shareholders, officers, directors, employees, agents, successors and assigns (the "GPN Indemnified Parties") from and against any and all claims, demands, judgments, orders, losses, damages, costs, charges, liens, debts, fines, or penalties, including attorneys' fees and consultant fees, arising from or relating to a breach of any of the provisions of this Contract by Member, Member's membership in GPN or Member's use of GPN's name, logo, products or other materials; provided, however, that Member shall not be required to indemnify the GPN Indemnified Parties for any claims to the extent such claims arise solely out of GPN's or any GPN Indemnified Party's gross negligence, willful misconduct or material breach of this Contract. The terms of this provision shall survive termination of this Contract.

H. Miscellaneous.

1. This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas, without regard to conflict of laws principles. For purposes of any action brought as a result of this Contract, the Member's membership in GPN or any other action between the parties, the parties hereby consent to, submit to the personal jurisdiction of and waive any objection to, the exclusive jurisdiction of state court in Olathe, Johnson County, Kansas, and the United States District Court for the District of Kansas. The parties further consent to and waive any objection that venue of any action brought as a result of this Contract or the Member's membership in GPN is proper in the above jurisdictions.
2. The parties acknowledge that this Contract sets forth the entire understanding and agreement of the parties hereto as to the subject matter hereof, and supersedes all previous understandings, discussions or negotiations between the parties, written or oral, regarding such subject matter. Member acknowledges and certifies that Member has carefully read this Contract and understands that only those agreements contained herein are binding on the parties hereto.
3. If one or more of the provisions of this Contract shall be held invalid, illegal or unenforceable, the remaining provisions shall not in any way be affected or impaired thereby. In the event any provision is held illegal or unenforceable, the parties shall use reasonable efforts to substitute a valid, legal or enforceable provision which, insofar as is practical, implements the purposes of the provision held invalid, illegal and unenforceable.
4. Failure at any time to require performance of any of the provisions herein shall not waive or diminish a party's right thereafter to demand compliance therewith or with any other provision. Waiver of any default shall not waive any other default. A party shall not be deemed to have waived any rights hereunder unless such waiver is in writing and signed by a duly authorized officer of the party making such waiver.
5. To the maximum extent permitted by applicable law, in no event shall GPN be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption or loss of business information) arising out of this Contract or Member's membership in GPN, including, but not limited to, the use of or inability to use the Materials, even if GPN has been advised of the possibility of such damages.

6. The term of this Contract is for 12 months from the date of execution.
7. Member may not assign or sublicense his or her rights as a Member of GPN or any of the Materials provided under this Contract without the express written permission of GPN.

IN WITNESS WHEREOF, the parties have signed and dated below.

THE GARRETT PLANNING NETWORK, INC.

By: _____

Printed Name: Sheryl Garrett, CFP®

Date: _____

MEMBER

By: _____

Printed Name: _____

Date: _____