3. General Discussion About Portfolio Management Services
   a. Background Relating to Portfolio Management Services: IARs may provide personalized portfolio management services in which your assets are held in an individual account maintained by a custodian.
   b. Suitability and Risk Assessment: After obtaining information from you about your financial situation, investment objectives, investment experience, risk tolerance, other investments, liquidity needs, tax status, and investment time horizon and any special instructions that you want to incorporate into the management of the account, your IAR will provide recommendations to invest in various securities, such as: equities (stocks), fixed income (bonds), options, mutual funds, exchange traded funds, convertible securities, direct participation programs, and American Depository Receipts. You will enter into an agreement with United Planners and your IAR which authorizes, among other things, your IAR to place trades in your account to manage those assets on your behalf.
   c. Changes to Your Financial Situation: You should keep your IAR informed of changes in your financial situation, income, investment objectives, risk tolerance levels or other information that may affect how your account should be managed.
   d. Client Meetings: It is important that your IAR meet with you at least annually to review your situation and discuss various items such as: suitability, services being provided, performance, fees, costs, r

Advisory Fee paid by other clients of your IAR or the Advisory Fee charged by other United Planners IARs for similar services. You and your IAR will agree to an Advisory Fee that is established in your IA agreement.

2. Factors that affect the Advisory Fee a particular client pays include, but are not limited to:
   a. The types of accounts to be used, the types of securities to be used, the platforms or technologies to be employed, or the investment strategies to be employed, whether they are simplistic, complex, active, passive, or a combination of all factors.
   b. The amount of assets under management and/or numbers of accounts to be managed.
   c. Any other client-related services to be provided by the IAR, which may include but not limited to, financial planning, financial analysis, or financial consulting. If such additional services are provided, the IAR and client should document the details of such services in the IA Agreement.
3. Your IAR may separately provide and bill for other services as otherwise agreed to by you and your IAR.
4. Although United Planners does not have a minimum Advisory Fee, the maximum Advisory Fee may not exceed 3.0% on an annual basis. However, in the case of , the maximum Advisory Fee is lower due to a separate United Planners' that is associated with these offerings that United Planners receives as compensation for program administration. There are no United Planners' Program Fees associated TPMM offerings. These details are further outlined in a subsequent section.
5. Furthermore, United Planners does not have predetermined or structured Advisory Fee schedules at the Firm level. Given the wide range of services an IAR can provide in combination with a wide range of client scenarios in combination with a wide range of market and economic conditions, United Planners enables its IARs to have the flexibility to establish the most appropriate Advisory Fee schedule for their clients.
6. Advisory Fees are commonly debited from your account; and, if you have multiple accounts, Advisory Fees can be debited from each respective account or the Advisory Fee can be debited from of one of your accounts for house-holding purposes. Advisory Fees may only be debited from your account with your specific written authorization. If Advisory Fees are directly debited from your account, you will receive an account statement from your custodian that indicates the amount of the Advisory Fee that was deducted.

1. United Planners, in its BD capacity, is a clearing correspondent firm of Pershing. This means that commission-based brokerage accounts that United Planners establishes in its BD capacity must be held in custody at Pershing. Since United Planners is also an IA, United Planners, in its IA capacity, has the flexibility to establish fee-based brokerage accounts

12b-1 fee, these 12b-1 fees are be paid to the TPC and not paid or shared to Unitb compensation for back-office administration of your UPlan II account and is refundable on a pro-rated basis in the event of account termination, when billed in advance. This Program Fee enables United Planners to be compensated as a level-fee fiduciary.

iii. The combination of the Advisory Fee and the Program Fee may not exceed 3%.

iv. The Advisory and Program Fees will be payable monthly or quarterly in advance or arrears dependent upon the terms of your agreement and are based upon the percentage of assets within the UPlan II account. In the event your account is opened at any time other than the first day of a calendar quarter, fees will be based on the number of days from the date the account is opened to the end of the quarter. If Advisory and Program Fees are paid in advance and you close your account during the quarter, you will be refunded a proration of the Advisory and Program Fees that were collected in advanced based on the remaining number of days in the quarter. Subsequent payments are based upon the value of the account [illegible] 2.4 (c)-2.ag.4 (ent)2 (an)13t account within a quarter will normally be prorated based on the number of days the assets were held in the account.

1. As previously mentioned, United Planners has established IA custodial relationships with various TPCs to support an open-architecture business model. The approved TPCs are Axos Advisor Services, Fidelity Institutional, Schwab Advisor Services, and TD Ameritrade Institutional. TPCs are not affiliated with United Planners. TPCs primarily act in the capacity of a custodian to provide safekeeping of your assets along with varying levels of custodial services and support to both you and your IAR. Please refer to your IA Agreement for additional details.
2. : Clients are responsible for paying transaction costs and any other account related fees of the TPC. Transaction costs can be in the form of Transaction-Based Pricing ( ) or Asset-Based Pricing ( ). TBP is more customarily used, and this is when a transaction fee is charged for each transaction executed. ABP is used in cases where it is expected that the account will be traded more frequently and, in these cases, the ABP is only assessed to the account typically on a quarterly basis and based on the size of the account. In either case, the transaction costs (TBP or ABP) will be disclosed to the client during the account opening process and billed in accordance to the schedule of fees provided by the TPC. These transaction costs are those of the respective TPC for their services and are not shared with United Planners or its IARs; therefore, there is no compensation conflict of interest with United Planners or its IAR. In some cases, the IAR may cover the transaction costs or other account related fees of the TPC on behalf of a client as a customer service gesture

more deposited and/or withdrawn from your account within a quarter will normally be prorated based on the number of days the assets were held in the account.

1. Your IAR will provide you the disclosure brochure (if/when applicable) for each TPMM that is recommended that includes, but is not limited to, the TPMM's fee schedule, services provided, termination provisions and other aspects of the TPMM's program. For each TPMM that you ultimately decide to engage, you will complete the respective account opening documents, authorization forms, and/or TPMM agreements. As previously mentioned in , there are different types of TPMM arrangements that have different fee structures, such as Promoters, Sub-Advisors, TAMPs, or Wrap-Fee Programs.
   a. Promoter Arrangements: In these arrangements, the IAR is a promoter for the TPMM and is still your primary point of contact for servicing. The TPMM will manage the client's account and charge the client an Advisory Fee. The TPMM will pay a portion of their Advisory Fee to your IAR as a (aka referral fee). The TPMM's Advisory Fee and Promoter Fee are fully disclosed in the TPMM's account opening documents (proposals, agreements, and/or addendums). These fees (i.e., TPMM Advisory Fee and Promoter Fee) may be debited from your account as one bundled fee or separate itemized fees. These fees vary across TPMMs and may or may not be negotiable.
   b. Sub-Advisor Arrangements

Fees upon termination of the TPMM's agreement. Additionally, the client may terminate its advisory relationship with United Planners without penalty within five (5) business days of signing an agreement.

1. As previously referenced in , IARs can provide fiduciary and/or non-fiduciary services to retirement plans (i.e., 401k, 403b, etc.). Pursuant to the ***Retirement Plan Services Agreement*** , the IAR and Responsible Plan Fiduciary ( ) will select the various services to be provided along with the respective fee to be paid for such services. Fees can be structured in various ways, such as: an Advisory Fee based on a percentage of plan assets, an hourly fee, a flat rate or a rate per participant.
2. The IAR may, with the consent of the RPF, bill for out-of-pocket expenses (such as overnight mailings, messenger, translation fees, etc.) at cost. All fees shall be paid by the RPF or the Plan (provided it is authorized in the governing Plan documents) within 30 days of delivery of invoice to RPF.
3. The Retirement Plan may also incur certain fees imposed by third parties other than United Planners and the IAR in connection with investments made through an account, including among others, the following types of charges: mutual fund management fees, administration service fees, recordkeeping service fees, and other service fees. Further information regarding fees assessed by mutual funds are available in the appropriate prospectus.
4. The IAR may request a retainer to begin work on the engagement with the RPF. If this retainer for services to be rendered is more than , the IAR will render services within six (6) months of the date of the agreement that equal or exceed the deposit. This process should be evidenced on billing statements for this six-month period. If such services do not equal the amount of the deposit during this six-month period, then a prompt refund of any unused portion should be refunded to you.
5. If you

 d(uT)o6c9u.1m4 m5e7n2t4 6T8c 2(4t.1)2Tj7r2eW nBT/TT0 1 Tf-0.0526.8 54.72 Tm2]TJ52 66 0 04 22 37.2 468 24.12 reW nBT/TT1 1 Tf-0.04 Tw 6.96 0 0 2

for consolidation and/or reporting purposes,

.

3. 529 Plans: These types of products can be placed under management if the IAR has the ability to control the asset allocation, make customized decisions on behalf of the client and be held at Pershing or one of United Planners' approved TPCs. Additionally, the 529 Plan must not be a commissionable type of product as previously discussed. These types of products have limited trading parameters, so it is important for the IAR and client to take this factor into consideration when determining the appropriate level of compensation. If the 529 Plan does not allow the IAR to make customized asset allocation decisions, then this type of 529 Plan is not conducive to place under management but may still be held in a fee-based account for consolidated reporting purposes and .
4. Low Balance Accounts: Certain accounts with relatively low account balances may not be suitable for fee-based portfolio management services for various reasons, such as: the cumulative costs (Transaction Fees, Advisory Fees, Platform Fees, Admin Fees, etc.) which may represent an unreasonable percentage compared to the account balance or adequate diversification may be a challenge. However, low balance accounts may be acceptable if they are part of a larger household portfolio management arrangement (i.e., household and/or large family relationships) or if such low balance accounts are part of a digital investment solution that is designed to accommodate small accounts based on operational and cost efficiencies. It is important for the IAR and the client to take these factors into consideration to determine whether or not it makes sense to place low balance accounts under management.

You may terminate your agreement without penalty within five (5) business days of when you sign it. Either you or United Planners may terminate your agreement upon written notice to the other party. If you pay your Advisory Fees in advance of services rendered and your agreement is terminated prior to the end of the billing period, you are entitled to a pro-rata refund of any prepaid Advisory Fees based upon the portion of the period remaining at the effective date of the termination.

Although IARs may conduct seminars at no charge, the IAR reserves the right to charge an administration fee to cover the expenses associated with the seminar. This administration fee is dependent on the cost of materials and other expenses so it is determined on a case-by-case basis. The payment of administration fees for seminars varies so please check with your IAR for further details.

Given the wide range of products and services that an IAR has to offer a client and the various types of fees and compensation that can be generated from delivering such products and services (i.e., financial planning/consulting and portfolio management services through Pershing, TPCs or TPMMs as well as the underlying investment vehicles such as MFs, ETFs, etc.), the IAR has a fiduciary obligation to serve the client's best interest by recommending the most suitable products and services available to the IAR. The IAR has an obligation to educate the client on the various

7333 E. Doubletree Ranch Road, Suite 120, Scottsdale, AZ 85258
Tel: 800

a. As stated above in , Pershing LLC, is a SEC registered BD and a member of FINRA, NYSE, and SIPC. Pershing acts as custodian, executing broker, and clearing firm for United Planners. Pershing and its affiliate's roles include the provision of information and software to United Planners, and the provision of brokerage and custodial services in connection with accounts introduced by United Planners.

b. b3(SE1isFe0a(l5)87(h(2841e,)-2r.)ese2r(x)a1 support. Some of these services are not available from TPCs or available at the level provided by United Planners.

1. When placing transactions for your account at about the same time and for the same security as for other client accounts, your IAR may aggregate (or combine) trades for your account with trades of other clients. This can provide certain advantages to clients who are participating in the aggregated trade. The following information does not apply to aggregate trading of mutual funds, as they are priced once per day, at the end of the day, and not throughout the day like stocks and ETFs.
2. Aggregated trading provides each client with average pricing for the transaction, so that no client is disadvantaged when his/her account is traded versus when another client's account is traded.
3. If an aggregated order is only partially filled, United Planners has procedures in place to ensure that no client is systematically disadvantaged in its allocation process.
4.

7333 E. Doubletree Ranch Road, Suite 120, Scottsdale, AZ 85258
Tel: 800.966.8737 / Fax:

7333 E. Doubletree Ranch Road, Suite 120, Scottsdale, AZ 85258
Tel: 800.966.8737 / Fax: 480.503.8173

1. On occasion, a sponsor company may host due diligence or educational meetings. The sponsor company may cover the travel and entertainment expenses to have an IAR or United Planners Home Office personnel attend such events.
2. Due diligence or educational meetings are not predicated or conditional upon specific sales quotas. It is the sponsor company's intent that such due diligence or educational meetings will likely develop business by educating and training IARs about the features and benefits of ue