



BENCHMARK FINANCIAL

Your Financial Life.

Integrated. Organized. Simplified.

Benchmark Financial Wealth Advisors, LLC

Wealth Guidance and Investment Advisory Agreement

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Clientservices@benchmarkfinancial.info

04/21/2021

Information

Client

Name: _____
Date of Birth: _____ Phone Number: _____

Investment Experience

For how many years, if any, have you owned each of the following types of investments?

Mutual Funds _____ Stocks _____ Bonds _____ Options _____ Variable Annuities _____
ETFs _____ REITs _____ Limited Partnerships/Private Placements _____ Other _____

Co-Client

Name: _____
Date of Birth: _____ Phone Number: _____

Investment Experience

For how many years, if any, have you owned each of the following types of investments?

Mutual Funds _____ Stocks _____ Bonds _____ Options _____ Variable Annuities _____
ETFs _____ REITs _____ Limited Partnerships/Private Placements _____ Other _____

Account Address

Mailing Address (If different from account address)

Income & Net Worth

Current annual household income:	\$ _____
Liquid net worth: (Excluding primary residence)	\$ _____
Value of your residence(s):	\$ _____
Value of any other significant illiquid asset(s):	\$ _____
Current annual income needs from investments:	\$ _____
Desired retirement age:	_____
Desired annual income in retirement:	\$ _____

WELCOME TO BENCHMARK!

Thank you for selecting Benchmark Financial to help you reach your financial goals. We know there are many choices when selecting a financial services firm and we appreciate the trust and confidence you have placed in our firm.

Our goal is to provide you with independent and objective financial services at a competitive price.

The first step in having a successful partnership is to understand each other's expectations. To make sure we start off on the correct path, please carefully look over this document and the terms set forth in the latter part of this agreement and make certain it is what you want.

WHAT WE DO FOR YOU

- *Set goals.* Together, we develop an action plan to help you accumulate, protect, and distribute your wealth based on your personal goals.
- *Assemble your team.* Proactively involve your tax professional and attorney to integrate tax, asset protection and estate planning to the other part of your financial life - investments, retirement, and insurance planning.
- *Provide strategies.* Help you increase the probability of not out living your money, protect your assets against catastrophic events and understand the "tradeoffs" for each decision we make.
- *Hold you accountable.* Monitor and track your expenses, savings, and progress. Commit to having scheduled meetings throughout the year to ensure you are meeting your goals.
- *Help you stay organized.* Through your Client portal, Benchmark 360°, we place your entire financial life at your fingertips, so you'll be able to coordinate and manage all the moving parts of your financial life.
- *Strive to make your life easier.* Help you make smart decisions with your money so you can spend more time with family, friends, charitable pursuits or maybe just relaxing.

YOUR GOALS VS. PURPOSE OF AGREEMENT

Please do not confuse the purpose of the agreement with your financial goals. The purpose of this document is to simply agree on the type of services we will be providing to you and the fees you will pay for those services.

Besides selecting and agreeing upon the services you would like, there are pages of compliance language and terms that protect you as the Client and us as the advisor. Like all financial firms we cannot guarantee any particular result or goal. You have hired us as a fiduciary, which means to act in your best interests, and use our best efforts to help you achieve your desired goals. Everyone's situation is unique; however, and there are a multitude of factors beyond our control that could materially affect your ability to achieve your goals.

EXPLANATION OF FEES

Financial firms have various methods on how they structure their fees for the financial services offered. There is nothing wrong with getting paid for the work you do, if it's disclosed and both parties understand the form of payment for the services rendered. Typically, there are two general types of financial services advisors offer to their Clients. Each advisor or firm may call their services something different, usually to try and differentiate their services from one another, but for the most part they can be placed in one of the following two broad categories.

- 1) **FINANCIAL PLANNING OR ADVICE SERVICES** - Most firms consider reviewing, researching, analyzing, discussing your current situation, and comparing it to your overall goals a financial planning service. Some firms may even produce a written “financial plan” as the culmination of their work with a list of recommendations for you to consider. Based on the scope of engagement, advisors may charge a flat fee, one-time or annual, an hourly rate or a combination of these for Financial Planning or Advice Services. Other firms “charge” nothing for this service with the hope of selling you a product or service after all the work is done so they can recoup their time spent. It’s pretty rare that something that is said to be free, is ever really free, especially on an ongoing basis, and even rarer when it pertains to the financial services industry.

At Benchmark, we believe you get what you pay for and decided years ago to charge a separate fee for our initial Financial Planning and Advice Services, which we call Wealth Guidance, rather than offering it as a “free” service.

- 2) **PORTFOLIO CONSTRUCTION & INVESTMENT MANAGEMENT SERVICES** - For investment management services, firms typically either charge commissions, a percentage of the assets under management, or the product has an embedded internal expense which is used to compensate the advisor.

In our opinion, for an investment management relationship to be fair for both the Client and the advisor, the method of compensation which presents the least amount of conflict of interest is usually best for both parties. The percentage of assets under management (AUM) structure allows both parties to benefit as the account size increases and each party is affected if the account value decreases.

Clients are charged an annual percentage of the assets within the account, which is deducted directly from the account. This percentage is for portfolio design, security selection, investment management, rebalancing and reporting.

ADDITIONAL SERVICES

To address the risk management needs of Clients, insurance products are offered to assist our Clients with their financial goals. Through a separate affiliated independent entity, Benchmark Financial Insurance Advisors LLC, we represent many of the top carriers in the insurance industry. Commissions are received for placing fixed insurance products such as annuities, life, disability, long-term care, and health insurance.

Workers compensation as well as property & casualty insurance needs are referred to insurance agencies that specialize in this type of product. In some instances, insurance commissions are shared with our affiliated entity, Benchmark Financial Benefits & Risk Services, LLC.

Insurance product recommendations are not subject to the same fiduciary standard as investment advisors, as insurance products pay a commission and thus involve a conflict of interest. Benchmark Financial Wealth Advisors LLC always acts in the best interest of the Client. Clients are not obligated in any way to execute the recommendations made through Benchmark Financial Wealth Advisors LLC and/or any affiliated insurance agent and/or any insurance agency that may be licensed.

WEALTH GUIDANCE AND ASSET MANAGEMENT AGREEMENT

This Wealth Guidance and Asset Management Agreement (the "Agreement") is entered into by the undersigned ("Client"), being duly authorized, and Benchmark Financial Wealth Advisors LLC ("BFWA LLC") on the following terms and conditions, and effective on the date last signed by a party (the "Effective Date").

Client desires to enter into this Agreement to receive certain Wealth Guidance and Asset Management services from BFWA LLC, and BFWA LLC desires to provide Client such services as more fully indicated below:

BFWA LLC'S WEALTH GUIDANCE AND ASSET MANAGEMENT SERVICES

- | | | |
|---|---|--|
| <input type="checkbox"/> Goal Setting | <input type="checkbox"/> Coordination with Other Advisors | <input type="checkbox"/> Cash Management |
| <input type="checkbox"/> Employee Benefit Assistance | <input type="checkbox"/> Cash Flow & Debt Management | <input type="checkbox"/> Asset Protection Planning |
| <input type="checkbox"/> Insurance Planning | <input type="checkbox"/> Retirement Planning | <input type="checkbox"/> Investment Services |
| <input type="checkbox"/> Education Planning | <input type="checkbox"/> Estate Planning | <input type="checkbox"/> Probability Modeling |
| <input type="checkbox"/> Maintain Client Portal | <input type="checkbox"/> Income Distribution | <input type="checkbox"/> Wealth Governance |
| <input type="checkbox"/> Develop portfolio based on the financial needs, goals, and risk tolerance of Client | | |
| <input type="checkbox"/> Direct and supervise the investments of the Account in accordance with the investment objectives of Client | | |
| <input type="checkbox"/> Appraise and review investments of the Account | | |
| <input type="checkbox"/> Recommend and select third-party investment advisors in accordance with investment objectives of Client | | |
| <input type="checkbox"/> Monitor the investments of the Account managed by other third-party investment advisors | | |
| <input type="checkbox"/> Other _____ | | |

To the extent this Agreement is entered into between BFWA LLC and more than one undersigned individual (e.g., joint accountholders, spouses or domestic partners), such multiple individuals shall be referred to herein as a singular "Client" for simplicity and to reflect the fact that BFWA LLC shall provide its services based on the joint and collective goals of such multiple individuals. In its sole discretion and without recourse from any individual listed above, BFWA LLC shall be entitled to rely on information and instructions solely provided by any undersigned individual unless otherwise instructed in writing by all listed individuals.

It is understood and agreed that BFWA LLC, in the maintenance of records for its own purposes, or in making such records or the information contained therein available to Client or any other person at the direction of Client, does not assume responsibility for the accuracy of information furnished by Client or any other person. Client accepts sole responsibility for providing BFWA LLC with complete, current, and accurate information as requested by BFWA LLC, with the understanding that BFWA LLC will rely on information supplied by Client without independent verification.

1. AUTHORITY

BFWA LLC shall manage Client's Account(s) on either a discretionary or non-discretionary basis as elected by Client below. If BFWA LLC is engaged to manage Client's Account(s) on a discretionary basis, Client authorizes BFWA LLC to be Client's agent and limited attorney-in-fact, and to take all other actions necessary or incidental to execute trading instructions in Client's Account(s). This includes the discretionary authority to buy, sell, and otherwise transact securities and investment products in Client's Account(s) without consulting Client in advance. If BFWA LLC is engaged to manage Client's Account(s) on a non-discretionary basis, BFWA LLC shall only buy, sell, and otherwise transact securities and investment products in Client's account(s) after consultation with Client.

☐ *(Discretionary Investment Management)*

☐ *(Non-Discretionary Investment Management)*

This Agreement does not provide BFWA LLC the authority to effect transactions within Account(s) for which BFWA LLC is not the advisor of record or which are otherwise not delegated to be under BFWA LLC's management pursuant to a limited power of attorney signed with Client's custodian.

BFWA LLC's discretionary authority explicitly includes the authority to retain an independent and unaffiliated third-party investment adviser to manage and execute the day-to-day implementation of BFWA LLC's investment management decisions (a "Third-Party Adviser"). The Third-Party Adviser may be retained for so long as Adviser deems fit, but in either case the Third-Party Adviser will be disclosed to Client in writing in advance of such retention. Depending on the Third-Party Adviser's requirements and the negotiated agreement between the Third-Party Adviser and BFWA LLC, Client may be asked to sign a separate agreement with such Third-Party Adviser.

2. CLIENT ACCOUNTS

Client has opened or will open an account with a custodian or other authorized third party (the "Custodian") for the execution of securities transactions and custodial services. The Custodian at the time this Agreement is executed is identified in Exhibit VI hereto. All funds/securities will be delivered between Client and the Custodian only. Client hereby authorizes BFWA LLC to receive from the Custodian a copy of any agreement between Client and the Custodian in effect at any time with respect to the Account.

Though BFWA LLC may recommend or require that Client's account(s) be maintained at one or more Custodian(s), and BFWA LLC may assist Client with opening one or more account(s) at such Custodian(s), Client remains ultimate responsibility for opening and/or maintaining Client's account(s) at its selected BFWA LLC Custodian(s). BFWA LLC shall not seek better execution services or prices from custodial broker-dealers other than the Custodian(s) selected by Client.

The Custodian shall send confirmations and monthly or quarterly account statements to Client with a copy to BFWA LLC. Such statements shall, at a minimum, include identification of the amount of funds and each security in the Client's account(s) at the end of the statement period and set forth all of the activity in the account(s) during the period. It is highly recommended that Client review the account(s) statements provided by the Custodian and compare them against any supplementary reports provided by BFWA LLC or another third-party. Should Client notice any discrepancies, fail to receive timely statements or have any questions, Client should contact BFWA LLC immediately.

The specific account(s) subject to BFWA LLC's management and oversight shall be specifically designated by Client and accepted by BFWA LLC in writing. Client agrees to refrain from executing any transactions or otherwise self-directing any account(s) that have been designated to be under BFWA LLC's management or oversight due to the conflicts that may arise. BFWA LLC expressly disclaims any responsibility for any transactions unilaterally directed by Client and reserves the right to discontinue its management and oversight of any account(s) in which client has unilaterally directed transactions.

3. SERVICE TO OTHER CLIENTS

It is understood that BFWA LLC performs investment advisory services for various Clients and that the services provided by BFWA LLC are rendered on a non-exclusive basis. Client agrees that BFWA LLC shall give advice and act in the performance of its duties with respect to any of its other Clients which may or may not differ with the advice given or action taken with respect to the Account. Nothing in this Agreement shall be deemed to confer upon BFWA LLC any obligation to acquire for the Account a position in any security which BFWA LLC, its principals, or its employees shall acquire for its or their own accounts or for the account of any other Client, if in the sole and absolute discretion of BFWA LLC it is not for any reason practical or desirable to acquire a position in such security for the Account.

4. INSIDE INFORMATION

BFWA LLC shall have no obligation to seek to obtain any material nonpublic ("inside") information about any issuer of securities and shall not purchase, sell, or recommend for the Account the securities of any issuer on the basis of any such information as BFWA or any of its employees may come into its possession of.

5. RISKS, CONFLICTS, & LIMITATION OF LIABILITY

Client understands and acknowledges that there are risks inherent in every investment and that these risks will vary from one asset class to another. Some investments may result in profits and other investments in losses. Past performance does not guarantee future returns, and BFWA LLC does not guarantee any performance whatsoever based upon its recommendations or decisions. Wealth Guidance and Asset Management recommendations and decisions made by BFWA LLC are subject to various market, currency, economic, political and business risks, and BFWA LLC's decisions and recommendations will not always be profitable. The risks associated with investment performance shall be borne solely by Client.

Client understands and acknowledges that there are certain conflicts of interest that exist with respect to BFWA LLC. Such conflicts of interest are described in the Brochure and Relationship Summary of BFWA LLC, which Client acknowledges receiving at or prior to the time of signing this Agreement. Client shall take time to review such Brochure and Relationship Summary to understand the conflicts of interest that exist and shall inquire with BFWA LLC if Client has any questions or concerns. By signing this Agreement, Client hereby understands such conflicts of interest.

BFWA LLC shall not accept the legal status of investment adviser or fiduciary for any of Client's assets that are outside the terms of this Agreement, for independent investment decisions made with respect to Client's account(s), or for account(s) or assets that are otherwise not analyzed or managed by BFWA LLC.

Client understands and acknowledges that BFWA LLC shall base its decisions, recommendations, and other actions on information provided by Client. BFWA LLC shall not be liable for any misstatement or omission by Client, and BFWA LLC shall be entitled to reasonable reliance on information provided by Client without independent verification.

Client understands and acknowledges that BFWA LLC shall not be liable for Client's failure to inform BFWA LLC in a timely manner of any material change to his or her financial circumstances that may affect BFWA LLC's recommendations and decisions.

Except as may otherwise be provided by law, BFWA LLC shall not be liable to Client for (i) any loss that Client may suffer by reason of any recommendation, decision, or other action taken or omitted by BFWA LLC, except where such loss directly results from gross negligence or willful misconduct by BFWA LLC or as is otherwise required by federal or state law; or (ii) any loss arising from BFWA LLC's adherence to Client's instructions. Client understands and agrees that in the event the BFWA LLC is liable for a Client's loss, BFWA LLC shall not be liable for any special, punitive, exemplary, extraordinary, or consequential damages related to such loss. State and federal securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which Client may have under any state or federal securities laws.

6. PROXIES & OTHER PROFESSIONAL ADVICE

BFWA LLC will not ask for, nor accept voting authority for Client securities. Clients will receive proxies directly from the issuer of the security or the custodian. Clients should direct all proxy questions to the issuer of the security. BFWA LLC shall also not advise on any elections related to legal proceedings, including but not necessarily limited to bankruptcies or class actions.

BFWA LLC shall not provide legal, tax reporting/filing, or accounting advice under the terms of this Agreement.

7. FEES

The compensation of BFWA LLC for its services rendered hereunder shall be calculated in accordance with the Schedule of Fees attached hereto as Exhibit II. Client shall be given thirty (30) days' prior written notice of any proposed increase in fees. Any increase in fees shall be accompanied by an amendment or the execution of a new contract, with signatures from both parties evidencing acceptance of the new fees.

8. VALUATION

In computing the market value of any investment of the Account, the securities in the Account listed on a national securities exchange or otherwise subject to current last-sale reporting shall be valued at the amount reported on the statement that Client receives from the Custodian. Such securities which are not traded nor subject to last-sale reporting shall be valued at the latest available bid price reflected by quotations furnished to BFWA LLC by such sources as it BFWA deems appropriate. Any other security shall be valued in such manner as shall be determined in good faith by BFWA LLC and Client to reflect its fair market value. BFWA shall maintain the source information for determining the fair market value.

9. HELD AWAY ASSETS

As part of our services, we offer the ability to review your assets at a financial institution or third party other than the primary custodians we work with. Once the services and objectives you seek are established and you have provided the necessary authority to us, we can help implement an asset allocation, asset location and rebalancing strategy wherever your assets are held. The services are provided through a third-party platform and any assets on the platform will be billed under the fee schedule outlined in Exhibit II.

10. REPRESENTATIONS BY CLIENT

The execution and delivery of this Agreement by Client shall constitute the representations by Client that the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law or otherwise; that if Client is an entity other than a natural person (a) this Agreement has been duly authorized by appropriate action and is binding upon Client in accordance with its terms and (b) Client will deliver to BFWA LLC such evidence of such authority as BFWA LLC could reasonably require, whether by way of a certified corporate resolution or otherwise; BFWA LLC is responsible only for the Account and not for the diversification or prudent investment of any outside assets or holdings of Client. BFWA LLC will not be responsible for any liability or expense resulting from a breach of Client's representations.

The following language of this section applies only if your Account is for a (a) pension or other employee benefit plan (including a 401(k) plan) governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (b) tax-qualified retirement plan under section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and not covered by ERISA; or (c) an individual retirement account under the Code.

Client represents that BFWA LLC has been furnished true and complete copies of all documents establishing and governing the plan and evidencing Client authority to retain BFWA LLC. Client acknowledges that Client is a "named fiduciary" with respect to the control or management of the assets in the Account. Client will furnish promptly to BFWA LLC the governing plan documents, any amendment to the plan, and Client agrees that, if any amendment affects BFWA LLC's rights or obligations, then the amendment will be binding on BFWA LLC only when agreed to by BFWA LLC in writing. If the Account contains only a part of the assets of the plan, then Client understands that BFWA LLC will have no responsibility for the diversification of all of the plan's investments and that BFWA LLC will have no duty, responsibility, or liability for Client assets that are not in the Account. If the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or other applicable law requires bonding with respect to the assets in the Account, then upon written request by BFWA LLC, Client will obtain and maintain at Client expense bonding that satisfies the requirements of Section 412 of ERISA and covers BFWA LLC and affiliated persons of BFWA LLC.

11. REPRESENTATIONS BY BFWA LLC

By execution of this Agreement, BFWA LLC represents and confirms that it is registered as an investment adviser or exempt from registration pursuant to applicable laws and regulations. If the Account is governed by ERISA, then BFWA LLC acknowledges that it is a "fiduciary" under this Agreement with respect to the Account as such term is defined under ERISA and/or the Department of Labor Fiduciary Rule. BFWA LLC shall exercise its best efforts to act in good faith and in the best interests of Client. BFWA LLC shall provide written disclosure to Client prior to the engagement of BFWA LLC and thereafter throughout the term of the engagement, of any conflicts of interest which will or reasonably could compromise the impartiality or independence of BFWA LLC. In addition, BFWA LLC agrees to restrict its compensation solely and exclusively to Fees it receives directly from Client for services rendered to Client under this Agreement.

12. AMENDMENT; TERMINATION

This Agreement contains the entire agreement between the parties, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement shall not be modified or amended except as consented to by both parties and remains in force and effect unless terminated by either party as discussed herein. Client may terminate this Agreement without penalty within five (5) business days after the Effective Date upon written notice to BFWA LLC, whereby all fees paid by Client to BFWA LLC shall be refunded to Client. Client bears all liability for gains or losses in

Client's account(s) during those five days. Thereafter, either Party may terminate this Agreement upon written notice to the other Party. Client shall be entitled to a pro rata refund of any pre-paid fees based upon the number of days in the applicable billing period before termination of this Agreement. To the extent fees are charged in arrears, BFWA LLC shall be entitled to a pro rata amount of fees based upon the number of days in the applicable billing period before termination of this Agreement.

13. NOTICES

Each party shall deliver all notices under this Agreement in writing and addressed to the other party at the addresses set forth within this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this paragraph). Each party shall deliver all notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the notice has complied with the requirements of this paragraph. Each party represents that it has all necessary hardware, software and connectivity for access to notices made via email.

14. GOVERNING LAW

The validity of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the state in which Client resides except to the extent preempted by ERISA or other federal or state laws or regulations.

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such term or provision shall be automatically reformed and construed so as to be valid, operative, and enforceable while preserving its original intent. Such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

15. DISPUTE RESOLUTION

If a dispute, controversy, or claim arises among the parties or any of their respective affiliates, the parties shall first attempt to resolve the matter in good faith among themselves. If such efforts are unsuccessful, the parties shall next submit the matter to any mutually agreed-to mediation service for mediation in closest proximity to Boca Raton, Florida, the costs of which shall be borne equally among the Parties.

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

If the parties cannot resolve the dispute, controversy or claim for any reason after mediation, any party may commence binding arbitration in closest proximity to Boca Raton, Florida before a single arbitrator in accordance with the Arbitration Rules & Procedures of JAMS then applying. If a single arbitrator cannot be agreed to by the parties, each party shall nominate up to two arbitrators to JAMS (without identification of the nominating party), and JAMS shall thereafter select a single arbitrator from the nominated arbitrators submitted by the parties. Judgment on the award rendered by the arbitrator shall be final and binding and may be entered in any court having jurisdiction thereof. The parties understand that they are waiving their respective rights to seek remedies in court, including the right to a jury trial. This paragraph does not constitute a waiver of any right provided by the Investment Advisers Act of 1940 or other applicable federal or state securities laws. Client understands and acknowledges that he or she has had a reasonable opportunity to review and consider this arbitration provision prior to signing this Agreement.

16. EXHIBITS

The following Exhibits are attached hereto and incorporated as part of this Agreement:

Exhibit I – General Description of Services

Exhibit II – Annual Fee Schedule

Exhibit III- Client Acknowledgement and Permission to Share Information

Exhibit IV- Identification of Accounts and Custodian

17. RECEIPT

Client acknowledges timely receipt and understanding of Form ADV Parts 2A and 2B, Form CRS and BFWA LLC's Privacy Policy at or prior to entering into this Agreement.

18. CONSENT TO ELECTRONIC DELIVERY

Client hereby consents to receive via e-mail or other electronic delivery method for various communications, documents, and notifications from BFWA LLC. These items may include but are not limited to: all statements or reports produced by BFWA LLC; trade confirmations; billing invoices; all Form ADV brochures; privacy policy statements; and any other notices or documentation that BFWA LLC chooses to provide on an ongoing or occasional basis. Client agrees to immediately notify BFWA LLC of any changes to Client's e-mail address shown below or other electronic delivery address. The Client may cancel or change the e-mail address to this Consent to Electronic Delivery service at any time by phone, US mail, fax, or e-mail.

19. ASSIGNMENT

This Agreement may not be assigned by BFWA LLC without the prior consent of Client. Client understands that consent is provided either by Client's affirmative action or failure to object within thirty (30) days after receiving notice of the assignment or transfer. Subject to the foregoing, this Agreement shall inure to the benefit and be binding upon the parties hereto, and each of their respective successors and permitted assigns.

20. CONFIDENTIAL RELATIONSHIP

All information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except as required by law and as described in BFWA LLC's Privacy Policy Statement.

However, Client expressly grants BFWA LLC permission to report to a state securities regulator and/or state adult protective services any incident in which BFWA LLC has a reasonable belief that financial exploitation of Client has been attempted or has occurred. Subject to applicable state laws, rules and regulations, Client further understands and agrees that BFWA LLC may impose an initial delay of disbursements from Client's account(s) if BFWA LLC has a reasonable belief that financial exploitation of Client has been attempted or has occurred. The delay might be extended at the request of either an authorized state securities regulator or state adult protective services.

21. DEATH OR DISABILITY

If Client is a natural person, then Client's death, incapacity, disability, or incompetence will not terminate or change the terms of this Agreement. However, Client's guardian, executor, attorney-in-fact, or other authorized representative may terminate this Agreement by giving BFWA LLC written notice in accordance with the termination provisions of this Agreement.

22. TITLE TO ASSETS

Except to the extent Client has notified, or in the future notifies, BFWA LLC in writing, Client represents that assets in the Account belong to Client free and clear of any lien or encumbrances.

EXHIBIT I- GENERAL DESCRIPTION OF SERVICES

BFWA LLC provides wealth guidance/financial planning, asset management and employer sponsored retirement plan services to its clients based on each client's individual needs and circumstances. Services for clients vary depending on their needs and circumstances. Most clients engage BFWA LLC to manage their financial life and provide ongoing wealth guidance and asset management services.

Advice is provided through consultations with the client and generally will include the following where applicable to the relationship: determination of financial goals and objectives, identification of financial concerns, cash flow management, insurance review, asset management, education funding, retirement and income distribution planning, estate planning and employer sponsored retirement plan design and implementation. Client relationships vary in scope and length of service.

We offer our wealth guidance and asset management advisory services for a flat fee and/or a fee based on assets under management or advisement. In addition, we provide wealth guidance and/or consulting services for an hourly rate.

The following are the services BFWA LLC offers to help clients meet their financial objectives:

- 1) **Wealth Guidance Only:** The wealth guidance only service includes assessing clients' financial needs and providing appropriate recommendations and typically does not include asset management. Services are either modular or comprehensive in nature and will be either on a one-time basis or ongoing until canceled, whichever the client desires.
- 2) **Wealth Guidance & Asset Management (combined services):** The combined services of wealth guidance and asset management typically address multiple, if not all, aspects of the client's financial life. Goals and objectives are defined and measured on an ongoing basis. As goals and objectives change over time, suggestions are made and implemented on an ongoing basis. With this combined service, clients are encouraged to meet, in-person or phone at least annually, and typically more frequently, to reassess objectives and discuss modifications.
- 3) **Wealth Governance:** For certain Ultra High Net Worth Clients, BFWA LLC acts as the individual or families "personal chief financial officer" for an annual fixed fee. BFWA LLC will integrate the multiple pieces of a client's financial life and coordinate planning with the client's accountants and attorneys.
- 4) **Employer Sponsored Retirement Plan Services:** Companies and small to mid-size business owners could seek to hire BFWA LLC for a comparative analysis on an existing plan to determine its competitiveness from a cost, administrative, and platform perspective. For clients interested in setting up anew employer sponsored retirement plan, or clients who have an existing plan, BWFA LLC will take the lead on plan design, initiate a vendor search and provide implementation and ongoing advisory services.

GENERAL DESCRIPTION OF WEALTH GUIDANCE SERVICES

BFWA LLC performs wealth guidance services for clients with varying needs based on the clients' current financial status and determination of financial objectives. All aspects of the client's financial affairs are reviewed. Realistic and measurable goals are set and strategies to achieve client's goals are defined.

The initial consultation, which will be by telephone or in person, is free of charge and used to determine if our services will be beneficial to the client.

Clients can hire BFWA LLC to provide wealth guidance services on a one-time basis or continually until canceled. A one-time engagement is typically concluded upon the delivery of advice, unless stated contrary in your agreement.

A modular analysis tends to focus only on certain areas of interest, such as, college funding, investment allocations, insurance needs or evaluating retirement plan options. Your overall situation could not be fully addressed due to limitations you might establish.

Comprehensive guidance is focused on advice in one or more stated areas of concern. This type of planning entails multiple meetings and will encompass us reviewing all aspects of your financial life, including, your investment statements, insurance products, estate documents, budget and employee benefit package. Generally, the complexity of a comprehensive engagement is greater than a modular analysis.

Whether a broad-based or modular plan, we will present you with recommendations and guide you in the implementation of some or all of them. In all instances you retain full discretion over all implementation decisions and are free to accept or reject any recommendation we make.

Wealth guidance services generally include but are not limited to the below. Small businesses could require special needs analyses, planning, or other services. Not all services are offered or applicable to all clients.

- **Cash Flow and Debt Management** - We will conduct a review of your income and expenses to determine your current surplus or deficit. We could also recommend what we believe to be an appropriate cash reserve that should be considered for emergencies.
- **Asset Protection & Risk Management** - Our services include an analysis of your exposure to creditors and major risks that could have a significant adverse impact on your financial picture, such as death, disability, property and casualty losses, or long-term care event. Advice is provided on ways to minimize such risks and the costs of purchasing insurance versus the potential costs of not purchasing insurance (self-insuring).
- **Employee Benefits** - We will provide a review as to whether you, as an employee, are taking maximum advantage of your employee benefit package. If you are a business owner, we will consider and/or recommend the various benefit programs that can be structured to meet both business and personal goals.
- **Education Planning** - College funding services generally includes projecting the amount that will be needed to achieve post-secondary education goals, along with advice on ways for you to save the desired amount. Recommendations as to savings strategies are reviewed and will include the "pros and cons" of various college savings vehicles, such as Section 529 college savings plans, prepaid savings plan or other funding methods.

- **Retirement Planning** - Our retirement services typically include probability planning which illustrates the likelihood of achieving your financial goals, with financial independence usually the primary objective. For situations where projections show less than the desired results, we could make "trade-off" recommendations showing you the impact of making changes in certain variables (i.e., working longer, saving more, spending less, taking more risk with investments). If you are near retirement or already retired, advice will be given on appropriate distribution strategies to minimize the likelihood of running out of money.
- **Investment Services** - Our investment services will involve providing information on the types of investment vehicles available, investment analysis, asset selection and portfolio design, portfolio construction and recommending appropriate investment strategies. Strategies are based on the client's specific situation and aligned with their risk tolerance and financial goals.
- **Estate Planning** - This usually includes an analysis of your current estate plan and your potential exposure to estate taxes and probate. Our advice typically includes ways for you to minimize probate or future estate taxes by implementing appropriate estate planning strategies. We always recommend that you consult with a qualified attorney when you initiate, update, or complete estate-planning activities. If necessary, we can provide you with contact information for attorneys who specialize in estate planning when you wish to hire an attorney for such purposes. From time to time, with your approval or request, we will participate in meetings or phone calls between you and your attorney.
- **Tax Planning Strategies** - We will work with your tax professional to assist in structuring your financial life to identify tax-saving opportunities. Our advice includes ways to minimize current and future income taxes as a part of your overall financial planning picture. For example, we could make recommendations on which type of account(s) or specific investments should be owned based in part on the "tax efficiency," with consideration that there is always a possibility of future changes to federal, state, or local tax laws and rates that could potentially impact your situation. As part of wealth guidance and wealth governance, tax aspects of certain investments or strategies could be presented in general terms. Within this context, BFWA LLC and the investment advisor representative are not providing specific tax advice and recommend that all tax questions or strategies should be discussed with the client's tax professional. BFWA LLC does not provide tax or legal advice to clients.

GENERAL DESCRIPTION OF ASSET MANAGEMENT SERVICES

Investment advice is an integral part of overall financial planning. BFWA LLC will provide discretionary asset management advisory services as part of our ongoing wealth guidance services. We provide investment strategy, asset allocation, security selection, portfolio monitoring and periodic rebalancing. Each client will have an Investment Policy Statement for their accounts and/or household. Additionally, the client is provided regular meetings, telephone consultations, emails, and information regarding market and economic conditions, and internet access to investment accounts.

Prior to rendering service, BFWA LLC reviews the client's financial situation, personal goals, investment objectives, risk tolerance, concerns, and current investment portfolio (if applicable) and makes recommendations to clients regarding their portfolios.

BFWA LLC will work with clients to determine an appropriate asset portfolio construction and implement a strategy tailored to the client's specific situation based on our knowledge, experience, and understanding of the client's needs. Risk tolerance levels are documented in the Investment Policy Statement, which is given to each client.

Portfolios are typically broadly diversified across a range of asset classes in the U.S. and international markets and consist of investment vehicles that provide what the firm believes to be adequate market exposure, and offer various cash, fixed income and equity allocation blends based on the client's risk tolerance and objectives. BFWA LLC utilizes a variety of asset classes and investment vehicles that typically include mutual funds, exchange traded funds ("ETFs"), equity securities, fixed income securities, certificates of deposit, US government securities, municipal securities, fixed and no commission variable annuities, and interests in partnerships and other related securities. Initial public offerings (IPOs) are not available through BFWA LLC.

Client accounts are generally invested in strategies based on their risk tolerance and goals, with most strategies invested in the same or similar securities with different allocation percentages based on the strategy. Accounts are also managed at a custom level, with security selection varying from one client to another.

All clients have the ability to request reasonable restrictions on how their account is allocated, but BFWA LLC may not be able to accommodate all restrictions based on specific mandates of particular strategies. If BFWA LLC cannot accommodate a requested restriction, the client will be notified and given the option to withdraw their request.

We avoid market timing, but when necessary we could increase cash holdings for defensive purposes. This decision is tactical in nature and based on our expectations of perceived or anticipated market conditions/events (there being no guarantee that such anticipated market conditions/events will occur). All cash positions (money markets, etc.) shall be included as part of assets under management for purposes of calculating our fees. After making initial purchases, the BFWA LLC Investment Committee periodically rebalances the portfolio and makes changes to the holdings as it believes appropriate.

Unless the client specifically directs otherwise, the client grants BFWA LLC authority to:

- Apply its discretion on the types of securities bought and sold, along with the percent allocation.
- Direct trades to the custodial agent.
- Reallocate the client's portfolio to keep it in line with client's investment goals and risk tolerance.
- Rebalance the client's account periodically to conform to the asset allocation expectations of the individual account and/or household.

BFWA LLC will always select a no commission or no-load fee class of shares for mutual fund positions. The custodian can charge a fee for stock, bond, mutual fund, exchange traded fund and option trades. The custodian can charge a transaction fee for certain mutual fund trades for which there is not a no-transaction fee option available on their platform. BFWA LLC does not receive any compensation, in any form, from either the custodian or from fund companies.

BFWA LLC seeks to provide that investment decisions are made in accordance with the fiduciary duties owed to its accounts and without consideration of BFWA LLC's economic, investment or other financial interests. To meet its fiduciary obligations, BFWA LLC attempts to avoid, among other things, investment or trading practices that systematically advantage or disadvantage certain client portfolios, and accordingly, BFWA LLC's policy is to seek fair and equitable allocation of investment opportunities/transactions among its clients to avoid favoring one client over another over time.

When appropriate with the client's objectives and goals BFWA LLC will direct clients to third-party investment advisors to manage all or a portion of the client's assets. Before selecting other advisors for clients, BFWA LLC will always ensure those other advisors are properly licensed or registered as an investment advisor. BFWA LLC conducts due diligence on any third-party investment advisor, which will involve one or more of the following: phone calls, meetings and review of the third- party advisor's performance and investment strategy. BFWA LLC

then makes investments with a third-party investment advisor by referring the client to the third-party advisor. These investments may be allocated either through the third-party advisor's fund or through a separately managed account managed by such third-party advisor on behalf of BFWA LLC's client. BFWA LLC may also allocate among one or more private equity funds or private equity fund advisors. BFWA LLC will review the ongoing performance of the third-party advisor as a portion of the client's portfolio.

GENERAL DESCRIPTION OF WEALTH GOVERNANCE SERVICES

For certain clients, BFWA LLC acts as the individual or families "personal chief financial officer". In addition to our standard wealth guidance services, at times we will interview and outsource a portion, or all, of the investment management to independent professional asset managers, who are not affiliated with BFWA LLC. We will assist client in selecting managers, monitor the managers on an ongoing basis, and have scheduled meetings with client and investment managers. Clients are solely responsible for executing any documents required by the investment manager and for continuously maintaining any subsequent documentation required after the initial investment is made. The manager will be responsible for the execution of trades.

When providing these services, BFWA LLC does not receive any cash or non-cash compensation for the referral to any independent outsourced professional asset manager. Nor does BFWA LLC pay a cash or non-cash payment to the third party investment provider or manager. Compensation is received by BFWA LLC through the wealth governance fees paid to BFWA LLC by the Client.

Where appropriate Private investment funds will be considered as part of the wealth governance service. Private investments generally involve various risk factors, including, but not limited to, potential for complete loss of principal, liquidity constraints and lack of transparency, a complete discussion of which is set forth in each fund's offering documents, which will be provided to each client by the offering party for review and consideration. Unlike other liquid investments that a client may maintain, private investment funds do not provide daily liquidity or pricing. Each prospective client investor will complete a Subscription Agreement from the provider where the client shall establish that he/she is qualified for investment in the fund and acknowledges and accepts the various risk factors that are associated with such an investment.

In the event that BFWA LLC references private investment funds owned by the client on any supplemental account reports prepared by BFWA LLC, the value(s) for all such private investment funds shall reflect either the initial purchase and/or the most recent valuation provided by the fund sponsor. If the valuation reflects the initial purchase price (and/or a value as of a previous date), the current value could be significantly more or less than the original purchase price.

When providing a consolidated financial summary of accounts to clients, data included could contain information about accounts for which BFWA LLC does not manage or advise the client. As such, no inference should be drawn that BFWA LLC is the advisor on all securities listed on these consolidated financial summaries and therefore, clients could not be receiving any level of review or investment financial guidance on securities that are not under BFWA LLC's supervision. Client's should be able to see other information on their custodian statements.

Where appropriate BFWA LLC will obtain written authorization from clients whose assets are invested with an independent outsourced professional asset manager to receive online read only access for the clients' accounts and certain documents and investment statements. This authorization may be rescinded at any time upon written notice to BFWA LLC from the client.

SERVICES LIMITED TO SPECIFIC TYPES OF INVESTMENTS

BFWA LLC generally limits its investment advice to mutual funds, fixed income securities, real estate funds (including REITs), insurance products including annuities, equities, hedge funds, private equity funds, ETFs (including ETFs in the gold and precious metal sectors), treasury inflation protected/inflation linked bonds, commodities, non-U.S. securities, venture capital funds and private placements. BFWA LLC can use other securities as well to help diversify a portfolio when applicable.

BFWA LLC EMPLOYER SPONSORED RETIREMENT PLAN SERVICES

In some instances, BFWA LLC will act as a 3(21) or 3(38) fiduciary to the plan which will be disclosed in the plan agreement. BFWA LLC, provides services to employer sponsored retirement plans, including defined benefit pension plans, 401(k), and profit sharing plans, with a broad range of services, which will generally include:

1. Retirement plan design
2. Retirement plan provider search
3. Retirement plan investment advisory services, including investment analysis, selection, implementation, and ongoing monitoring of plan investments
4. Retirement group meetings and individual retirement consultations

Retirement plan advisory services are specific to each client and are based on the client's plan objectives (i.e. to attract, retain employees, owner benefit, etc.), strategy for the plan, investment committee involvement and participant needs and preferences, as well as other factors.

When BFWA LLC is hired to conduct a comprehensive vendor search for an employer- sponsored retirement plan, this generally includes the evaluation and comparison of several third-party service providers and vendors such as plan record-keepers, actuaries, custodians, and administrative companies. Upon conclusion of its vendor search and review, BFWA LLC could be engaged to implement recommendations and service the plan in an advisory capacity.

EXHIBIT II- ANNUAL FEE SCHEDULE

Each client will enter into an agreement that describes BFWA LLC services and fees based on the needs and goals determined by the advisor and the client.

Fees are charged in a number of ways depending on the specific services being rendered, including a flat fee, an hourly rate, a percentage of the client's total net worth, a percentage of client's total investable assets and/or a percentage of the assets being managed by BFWA LLC.

Flat fees can be charged as a one-time wealth guidance/wealth governance fee or as an annual ongoing service for which the flat fee rate remains the same until the client and advisor mutually agree, in writing, to a change of the fee.

Asset management fees are based on our tiered household account balance schedule.

BFWA LLC considers a number of variables when analyzing the specific services to be provided to the client and determining the appropriate fees for those services. Wealth guidance and wealth governance fees are generally based upon analysis of the client's financial goals, event-driven needs, or a more comprehensive planning need.

Factors that determine the fee include, but are not limited to:

- Client's wealth guidance and investment needs
- Client's net worth and/or amount of investable assets
- Complexity and/or customization
- The amount of time anticipated to be spent servicing the client

☐ WEALTH GUIDANCE ONLY FEE SCHEDULE

One-time wealth guidance fees for a modular or comprehensive analysis are based upon the client's financial complexity and are subject to certain minimums, as described below. Fee rates vary depending on the agreed upon services, and are typically in the following ranges:

- For a one-time modular based analysis, minimum will be \$1,800.
- For a one-time comprehensive wealth guidance analysis, minimum will be \$2,500.
- For hourly rates: minimum of \$200 with a maximum of \$500 per hour.
- The annual minimum for comprehensive ongoing wealth guidance is \$2,500.

Client agrees to:

☐ A one-time modular or comprehensive fee of \$_____.

BFWA LLC is authorized to:

- ☐ Direct debit Wealth Guidance fees from Client(s) credit card or Bank Account
- ☐ Send an invoice for Wealth Guidance fees directly to Client

☐ An Ongoing Annual Comprehensive Wealth Guidance Fee of \$_____.

Payable: ☐ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually

BFWA LLC is authorized to:

- ☐ Direct debit Wealth Guidance fees from Client(s) credit card or Bank Account
- ☐ Send an invoice for Wealth Guidance fees directly to Client
- ☐ Withdraw flat Wealth Guidance fees directly from the account maintained at the custodian (only for Clients that BFWA LLC actively manages assets) in arrears on a quarterly basis.

☐ WEALTH GOVERNANCE ONLY FEE SCHEDULE

Ongoing Wealth Governance Fees are based upon the client's financial complexity, scope of services desired and expected time commitment for services.

- The annual minimum for Wealth Governance is \$20,000.
- Maximum fees could potentially be significantly higher based on the complexity and scope of the services provided.

Client agrees to:

☐ A one-time fee of \$_____.

BFWA LLC is authorized to:

- ☐ Direct debit Wealth Governance fees from Client(s) credit card or Bank Account
- ☐ Send an invoice for Wealth Governance fees directly to Client

☐ An Ongoing Annual Wealth Governance Fee of \$_____.

Payable: ☐ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually

BFWA LLC is authorized to:

- ☐ Direct debit Wealth Governance fees from Client(s) credit card or Bank Account
- ☐ Send an invoice for Wealth Governance fees directly to Client
- ☐ Withdraw flat Wealth Governance fees directly from the account maintained at the custodian (only for Clients that BFWA LLC actively manages assets) in arrears on a quarterly basis.

Wealth Guidance & Wealth Governance flat fees are paid 25% in advance, but never more than six months in advance, with the remainder due upon completion of the service.

☐ WEALTH GUIDANCE & ASSET MANAGEMENT FEE SCHEDULE

The ongoing wealth guidance (household planning and advice) and investment management fees are based on one of the schedules below. Actual client fees can vary from this baseline schedule. All fees are outlined herein. Clients are provided with the following two payment alternatives, each payment method encompasses both investment management and wealth guidance services:

- Asset Based Fee Only
- Asset Based Fee & Flat Fee

WEALTH GUIDANCE AND ASSET MANAGEMENT FEE ALTERNATIVES

Account Based Billing Only	
Total Household Account Balance	Annual Fee
First \$1,000,000	1.00%
Next \$4,000,000	0.65%
Next \$5,000,000	0.35%
Remaining	0.25%

Account Based Billing and Ongoing Wealth Guidance Flat Fee			
Total Household Account Balance	Annual Fee	Net Worth	Annual Flat Fee
First \$1,000,000	0.75%	Less than \$2,000,000	\$2,500
Next \$4,000,000	0.50%	\$2,000,001 - \$5,000,000	\$5,000
Next \$5,000,000	0.25%	\$5,000,001 - \$10,000,000	\$7,500
Remaining	0.10%	\$10,000,001 - \$20,000,000	\$10,000
		\$20,000,001 and above	\$15,000 (minimum)

Client agrees to the combined service of Wealth Guidance and Asset Management Annual Fee Schedule, selected under Exhibit II. BFWA LLC is authorized to:

- ☐ Account Based Billing: Withdraw Wealth Guidance and Asset Management fees directly from the account maintained at the custodian (only for Clients that BFWA LLC actively manages assets) in arrears on a quarterly basis based on the average daily balance of Client's Account during the applicable billing period.
- ☐ Account Based Billing and Ongoing Wealth Guidance Flat Fee: Withdraw Asset Management fees directly from the account maintained at the custodian (only for Clients that BFWA LLC actively manages assets) in arrears on a quarterly basis. Client agrees to an ongoing Annual Flat Wealth Guidance of \$_____.
 Payable: ☐ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually
 - ☐ Direct debit Wealth Guidance fees from Client(s) credit card or Bank Account
 - ☐ Withdraw flat Wealth Guidance fees directly from the account maintained at the custodian (only for Clients that BFWA LLC actively manages assets) in arrears on a quarterly basis.
 - ☐ Send an invoice for Wealth Guidance fees directly to Client

☐ OTHER

EXHIBIT III- PRIVACY POLICY, CLIENT ACKNOWLEDGEMENT & PERMISSION TO SHARE INFORMATION

Investment advisers are required by law to inform their clients of their policies regarding privacy of client information. Federal law gives the customer the right to limit some but not all sharing of personal information. It also requires us to tell you how we collect, share, and protect your personal information.

WHO WE ARE

Benchmark Financial Wealth Advisors and its affiliates. (Collectively "Benchmark Financial"). Our affiliates include the following:

- DB Benchmark LLC, Benchmark Financial Group, LLC, Benchmark Insurance Advisors, LLC, Benchmark Financial Benefits, LLC & Risk Services and MP Holdings Group, LLC.

WHAT WE DO

Benchmark Financial will protect your personal information from unauthorized access and use. We use security measures that comply with federal law. These measures include computer safeguards, as well as secured files and buildings.

Our online environment uses security technologies, including layered security and access controls over personal information. For further information, please visit our website benchmarkfinancial.info or call us at 561-416-2992.

We collect your personal information, for example, when you:

- Open an account
- Enter into an investment advisory account
- Apply for insurance
- Tell us about your investment or retirement portfolio
- Seek advice about your investments
- Seek Financial Planning advice

We also collect your personal information from others such as credit bureaus, affiliates or other companies.

Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes—information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for non-affiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law. Your choices will apply to everyone on your account.

TYPES OF NONPUBLIC PERSONAL INFORMATION (NPI) WE COLLECT

While using our service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you ("Personal Data").

We collect nonpublic personal information about you that is either provided to us by you or obtained by us with your authorization. This can include but is not limited to: your First name and Last name, Email address, Phone number, Cookies and Usage Data, Social Security Number, Date of Birth, Banking Information, Financial Account Numbers and/or Balances, Transactions, Sources of Income.

INFORMATION COLLECTION AND USE

We use your data to provide and improve our service. By using our service, you agree to the collection and use of information in accordance with this policy.

We collect several different types of information for various purposes to provide and improve our service to you.

REASONS WE COULD SHARE YOUR PERSONAL INFORMATION

	Does BFWA Share?	Can You Limit This Sharing?
For our everyday business purposes, such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, auditors, examiners, or compliance reviews	Yes	No
For our marketing purposes to offer our products and services to you	No	We do not share
For joint marketing with other financial companies	No	No
For our affiliates' everyday business purposes—information about your transactions and experiences	No	We do not Share
For our affiliates' everyday business purposes—information about your creditworthiness	No	We do not share
For non-affiliates to market to you—for clients with accounts established with or report to credit bureaus representatives at banks or credit unions	No	We do not share
For non-affiliates to market to you—for clients with accounts established with BFWA's independent representatives. * If your independent representative terminates his or her relationship with us and moves to another brokerage or investment advisory firm, we or your independent representative will only disclose your personal information to the new firm, upon your written authorization.	NO*	We do not Share

If you are a new customer, we may begin sharing your information on the day you sign our agreement. When you are no longer our customer, we will hold your information and share it as described in this notice, however, you can contact us at any time to inquire on how we may limit our sharing.

PERSONAL DATA

We may use your Personal Data to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send or by contacting us.

USE OF DATA

Benchmark Financial Wealth Advisors LLC, and all affiliates, use the collected data for various purposes:

- To provide and maintain our service
- To notify you about changes to our service
- To allow you to participate in interactive features of our service when you choose to do so
- To provide customer support
- To detect, prevent and address technical issues
- To provide you with news and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless you have opted not to receive such information.

USAGE DATA

We may also collect information on how the service is accessed and used ("Usage Data"). This Usage Data may include information such as your computer's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

TRACKING COOKIES DATA

We use cookies and similar tracking technologies to track the activity on our service and hold certain information.

Cookies are files with small amounts of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Tracking technologies also used are beacons, tags, and scripts to collect and track information and to improve and analyze our service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our service.

Examples of Cookies we use:

- **Session Cookies.** We use Session Cookies to operate our service.
- **Preference Cookies.** We use Preference Cookies to remember your preferences and various settings.
- **Security Cookies.** We use Security Cookies for security purposes.

LEGAL BASIS FOR PROCESSING PERSONAL DATA UNDER GENERAL DATA PROTECTION REGULATION (GDPR)

If you are from the European Economic Area (EEA), Benchmark Financial Wealth Advisors LLC, and all affiliates, legal basis for collecting and using the personal information described in this Privacy Policy depends on the Personal Data we collect and the specific context in which we collect it.

Benchmark Financial Wealth Advisors LLC, and all affiliates, may process your Personal Data because:

- We need to perform agreed upon services.
- You have given us permission to do so
- The processing is in our legitimate interests and it's not overridden by your rights
- To comply with the law

RETENTION OF DATA

Benchmark Financial Wealth Advisors LLC, and all affiliates, will retain your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

Benchmark Financial Wealth Advisors LLC, and all affiliates, will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of our service, or we are legally obligated to retain this data for longer time periods.

TRANSFER OF DATA

Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction.

If you are located outside the United States and choose to provide information to us, please note that we transfer the data, including Personal Data, to the United States and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

Benchmark Financial Wealth Advisors LLC, and all affiliates, will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

DISCLOSURE OF DATA

Disclosure for Law Enforcement

Under certain circumstances, Benchmark Financial Wealth Advisors LLC, and all affiliates, may be required to disclose your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

Legal Requirements

Benchmark Financial Wealth Advisors LLC, and all affiliates, may disclose your Personal Data in the good faith belief that such action is necessary to:

- To comply with a legal obligation
- To protect and defend the rights or property of Benchmark Financial Wealth Advisors LLC, and all affiliates
- To prevent or investigate possible wrongdoing in connection with the service
- To protect the personal safety of users of the service or the public
- To protect against legal liability

Security of Data

The security of your data is important to us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

"Do Not Track" Signals Under California Online Privacy Protection Act (CalOPPA)

We do not support Do Not Track ("DNT"). Do Not Track is a preference you can set in your web browser to inform websites that you do not want to be tracked. You can enable or disable Do Not Track by visiting the Preferences or Settings page of your web browser.

Your Data Protection Rights Under General Data Protection Regulation (GDPR)

If you are a resident of the European Economic Area (EEA), you have certain data protection rights. Benchmark Financial Wealth Advisors LLC, and all affiliates, aim to take reasonable steps to allow you to correct, amend, delete, or limit the use of your Personal Data.

If you wish to be informed what Personal Data we hold about you and if you want it to be removed from our systems, please contact us.

In certain circumstances, you have the following data protection rights:

The right to access, update or to delete the information we have on you. Whenever made possible, you can access, update or request deletion of your Personal Data directly within your account settings section. If you are unable to perform these actions yourself, please contact us to assist you.

The right of rectification. You have the right to have your information rectified if that information is inaccurate or incomplete.

The right to object. You have the right to object to our processing of your Personal Data.

The right of restriction. You have the right to request that we restrict the processing of your personal information.

The right to data portability. You have the right to be provided with a copy of the information we have on you in a structured, machine-readable and commonly used format.

The right to withdraw consent. You also have the right to withdraw your consent at any time where Benchmark Financial Wealth Advisors LLC, and all affiliates, relied on your consent to process your personal information.

Please note that we may ask you to verify your identity before responding to such requests.

You have the right to complain to a Data Protection Authority about our collection and use of your Personal Data. For more information, please contact your local data protection authority in the European Economic Area (EEA).

SERVICE PROVIDERS

We may employ third party companies and individuals to facilitate our service ("Service Providers"), to provide the service on our behalf, to perform service-related services or to assist us in analyzing how our service is used. These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

LINKS TO OTHER SITES

Our service may contain links to other sites that are not operated by us. If you click on a third party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit. We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

CHILDREN'S PRIVACY

Our service does not address anyone under the age of 18 ("Children"). We do not knowingly and without parental consent, collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your child has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.

CHANGES TO THIS PRIVACY POLICY

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy via our website and sending a copy to you directly by email or mail.

We will let you know via email and/or a prominent notice on our website, prior to the change becoming effective and update the "effective date" at the top of this Privacy Policy. You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted.

Contact Us

If you have any questions about this Privacy Policy, please contact us:

- By email: clientservices@benchmarkfinancial.info
- By visiting this page on our website: <https://benchmarkfinancial.info/contact>
- By phone number: 561-416-2992
- By mail: 2401 NW Boca Raton Blvd, Boca Raton FL 33431, United States

FEDERAL LAW GIVES YOU THE RIGHT TO LIMIT SHARING – OPTING OUT

Federal law allows you the right to limit the sharing of your NPI by "opting-out" of the following: sharing for non-affiliates' everyday business purposes – information about your creditworthiness; or sharing with affiliates or non-affiliates who use your information to market to you. State laws and individual companies may give you additional rights to limit sharing.

Please notify us immediately if you choose to opt out of these types of sharing.

DEFINITIONS

Affiliates – companies related by common ownership or control. They can be financial and non-financial companies; Non-affiliates – companies not related by common ownership or control. They can be financial and non-financial companies; Joint marketing – a formal agreement between non-affiliated financial companies that together market financial products or services to you.

THIRD PARTIES

Third Parties we share for providing services that you have not entered into a contract with. Examples of these third parties are- Compliance and Regulatory Auditing Services- Accounting Services- Electronic Communication Archiving Portfolio Management- Client Relationship Management- Marketing Communications- Financial Planning Services, Federal or States Securities Auditors

ADDITIONAL INFORMATION REGARDING THE BENCHMARK FINANCIAL WEALTH ADVISORS' PRIVACY

Information for California, North Dakota, and Vermont Customers In response to applicable state law, if the mailing address provided for your account is in California, North Dakota, or Vermont, we will automatically treat your account as if you do not want us to disclose your personal information to non-affiliated third parties for purposes of them marketing to you, except as permitted by the applicable state law.

Please call if you have any questions. Your privacy, our professional ethics, and the ability to provide you with quality financial services are very important to us.

Questions? Email us at clientservices@benchmarkfinancial.info or call us at 561-416-2992

- *Privacy Choice Mail-In Form to follow*

Mail-In Form

If you would like to:

- Limit the personal information (where applicable), that your financial advisor could disclose or take if he or she moved to another brokerage or investment advisory firm.
- Limit the personal information (where applicable), that your financial advisor could disclose or take if he or she terminated their relationship with Benchmark Financial Advisors, LLC.

Please complete and mail the following form to: Benchmark Financial Wealth Advisors

Attn: Chief Compliance Officer 2401 NW Boca Raton Blvd Boca Raton Florida 33431

Or

You can withdraw your opt-out choice at any time by contacting us at clientservices@benchmarkfinancial.info or calling us at 561-416-2992.

If your primary address is in a state that requires your affirmative consent to share your personal information with the New Firm, then you must give your written consent before we will allow your financial advisor to take any of your personal information to that New Firm.

By completing and returning this form as described, I am instructing Benchmark Financial Advisors, LLC. to limit the personal information about me where applicable and any information that my financial advisor could disclose or take if he or she moves to another brokerage or investment advisory firm upon termination of the relationship with Benchmark Financial Advisors, LLC. However, I understand that Benchmark Financial Advisors, LLC. can disclose my name, address, telephone number, email and the account title of the accounts serviced by my advisor to the new brokerage or investment advisory firm as allowed under federal and certain state laws.

Please note that for accounts held jointly by two or more persons, the privacy choices made by any account holder apply to all joint holders with respect to the account.

In order for your opt-out election to be effective, you must complete ALL of the following information:

Client Name: _____ Signature: _____ Date: _____

Client Name: _____ Signature: _____ Date: _____

Client Street Address: _____

City: _____ State: _____ Zip Code: _____

Email 1: _____ Email 2: _____

Timothy Devlin and Michael Daszkal, partners of Daszkal Bolton LLP, are members of DB Benchmark LLC, which has an ownership interest in Benchmark Financial Group LLC, Benchmark Financial Wealth Advisors LLC, Benchmark Financial Insurance Advisors LLC, and Benchmark Financial Benefits & Risk Services LLC.

Mr. Devlin and Mr. Daszkal are practicing accountants and any services provided by the above-named entities, or their employees, is independent of any accounting services provided by Daszkal Bolton LLP. They do not represent Benchmark Financial, LLC, Benchmark Financial Wealth Advisors LLC, Benchmark Financial Insurance Advisors LLC or Benchmark Financial Benefits & Risk Services LLC when providing accounting and tax services to Clients. Benchmark Financial Group LLC, Benchmark Financial Wealth Advisors LLC, Benchmark Financial Insurance Advisors LLC, Benchmark Financial Benefits & Risk Services LLC, and any of their employees are not responsible for the supervision or control of any accounting, and/or tax services that have been or will be rendered by Daszkal Bolton LLP.

PERMISSION TO SHARE INFORMATION:

Yes No

By checking here, you are authorizing Mr. Devlin and/or Mr. Daszkal to share your information with Benchmark Financial and any individual working for Benchmark Financial. Mr. Devlin and Mr. Daszkal have a professional obligation to protect the privacy of Daszkal Bolton LLP Clients, including the Client names, contact information and financial data.

By checking here, you are authorizing BFWA LLC to share your financial and/or health information with my spouse/domestic partner, accountants, attorneys, and insurance agents as necessary to provide advice or service.

By checking here, I understand that this authorization shall remain in effect unless and until I choose to revoke it in writing, which I can do at any time. I further understand that this does not constitute a power of attorney over my account(s).

EXHIBIT IV – IDENTIFICATION OF ACCOUNTS AND CUSTODIAN

Below are the accounts (collectively, the “Account”) included under this Agreement:

BFWA MANAGED ACCOUNTS

Account Number	Registration Name	Custodian or other Authorized Party	Custodian Mailing Address & Telephone

HELD AWAY ASSETS

Account Number	Registration Name	Custodian or other Authorized Party	Custodian Mailing Address & Telephone

A copy of the custodian’s agreement is not attached as part of this Exhibit IV.

IN WITNESS THEREOF, the parties have executed this Agreement on the date stated below.

Client Name: _____ Signature: _____ Date: _____

Client Name: _____ Signature: _____ Date: _____

Client Street Address: _____

City: _____ State: _____ Zip Code: _____

Email 1: _____ Email 2: _____

BENCHMARK FINANCIAL WEALTH ADVISORS, LLC

CCO Name: Roger Kalina Signature: _____ Date: _____