

COSTELLO ASSET MANAGEMENT, INC.
FINANCIAL PLANNING AGREEMENT

Please review this Financial Planning Agreement ("Agreement") carefully as it sets forth the understanding between Costello Asset Management, Inc. whose mailing address is 1234 Bridgetown Pike, Suite 210, Feasterville, PA 19053 (hereinafter referred to as "CAM" or "Advisor") and you

_____ ("Client")

whose mailing address is _____

regarding the financial planning services CAM will provide to you. If you have any questions about the content of this Agreement we should discuss them before you sign this Agreement.

1. Summary of Financial Planning Services. CAM will provide consultation addressing the specific issue or issues you request as indicated below. CAM will provide you with a written financial analysis and recommendations to guide you toward the achievement of your objectives. CAM will limit its analysis to the specific areas indicated below. You understand that information regarding specific issues not revealed to or analyzed by CAM may have a direct impact on the suitability or accuracy of specific recommendations given.

The term of this Agreement will expire upon delivery of the written financial analysis, not to exceed 90 days. Due to the limited scope of the Services Requested, CAM has no obligation to contact you in the future to recommend changes to your financial plan or any of the recommendations or advice previously provided.

2. Specific Services Requested. The specific services you are requesting from CAM are indicated below:

____ Investment Analysis and Recommendations
____ Retirement Capital Needs Analysis
____ Employer Sponsored Plan(s) Review & Recommendations
____ Cash Flow Analysis
____ Education Funding
____ Estate Planning Counsel
____ Other services _____

3. Scope of the Engagement. You agree to provide CAM with any information and/or documentation requested in furtherance of this Agreement regarding your financial needs and objectives, investments, income, estate plan and tax-related information and to keep us informed of any changes thereto. You acknowledge that CAM cannot adequately perform the Planning Services unless you diligently perform your responsibilities under this Agreement in a timely manner. CAM shall not be required to verify any information obtained from you or your attorney, accountant or other professionals whom you expressly authorize to provide such information. You are free at all times to accept or reject any recommendation from CAM, and you acknowledge having sole authority with regard to the implementation, acceptance, or rejection of any recommendation or advice from CAM. CAM's recommendations are based upon CAM's professional judgment. CAM does not guarantee the results of any of the recommendations.

You are free to obtain legal, accounting, and brokerage services from any professional source to implement CAM's recommendations. You retain absolute discretion over all implementation decisions under this Agreement.

CAM's Planning Services pursuant to this Agreement do not include investment supervisory or investment management services, nor the regular review or monitoring of your investment portfolio. In the event that you want CAM to provide ongoing investment monitoring and review services, such engagement shall be set forth in a separate written agreement between the parties, for which services CAM shall be paid a separate and additional fee.

4. **Financial Planning Fee.** _____. This fee quote is valid for 90 days from the date of this Agreement. CAM's fees for financial planning services will be based primarily on the expected amount of time to be expended on your behalf, any follow up consultations and on CAM's current fee schedule provided in Appendix A.

Upon signing of this Agreement, you agree to pay the fee stated in paragraph 4, above, for the services provided. The fee will be due and payable to CAM immediately upon delivery of the written analysis.

5. **Confidentiality of Information.** CAM will regard any information provided by you as confidential and all recommendations and/or advice provided by CAM shall be confidential, with disclosure only upon such terms and to such parties as designated by the parties or as required by law.

6. **Termination.** It is specifically agreed that Client may terminate this Agreement within five business days after this date without payment of any fee for Advisor's services. In addition, upon any subsequent termination of this Agreement, Client shall pay the fee covered under paragraph 4.

7. **Implementation of Investments.** CAM will not implement any investment recommendations without a signed Investment Advisory Agreement.

8. **Multiple Clients.** In the event Client is more than one individual, CAM is authorized to accept the direction of any party and such direction will be binding on all parties.

9. **Commissions.** Client understands that CAM will not receive commissions on transactions that may result from the implementation of the Client's financial plan under this Agreement.

10. **Assignment.** CAM will not assign the Agreement to any other party without your written consent.

11. **Registration.** Advisor is registered as an investment advisor with the Securities and Exchange Commission (SEC). Advisor may register or meet exemptions to registration in other states where it conducts business.

12. Other Services. The Client acknowledges that CAM does not and will not practice law or accounting in providing advice to Client to or in preparing the plan. The Client understands that none of the fees paid under this contract relate to accounting or legal services and that it is the responsibility of the Client to obtain accounting or legal advice if necessary.

This Agreement shall be governed by the laws of the State of Pennsylvania.

Client hereby acknowledges receipt of Costello Asset Management's Form ADV Part II.

Accepted this _____ of , _____ ' _____
(day) (month) (year)

Client _____

Client _____

Signature on behalf of Costello Asset Management

APPENDIX A

1. INVESTMENT ADVISORY FEE SCHEDULE

<u>On Value of Account</u>	<u>Fee</u>
On the first \$2,000,000	at the rate of 1% per annum;
On amounts from \$2,000,000 to \$5,000,000	at the rate of 0.80% per annum;
On amounts above \$5,000,000	at the rate of 0.60% per annum.

2. FIXED FEES

Fixed Fees are charged per Financial Planning Engagement or Consulting Engagement, based on the expected time to be expended and the complexity of the analysis, ranging from \$1,500 to \$5,000.