



TERMS AND CONDITIONS

This document describes the Terms and Conditions under which Seren Wealth Advisors, LLC ("SWA") provides services to clients. It is attached to and made a part of the advisory agreement between SWA and Client. SWA may modify the Terms and Conditions from time to time upon thirty (30) days written notice to Client. If Client continues to use SWA's services after the expiration of thirty (30) days from receipt of an updated Terms and Conditions, Client will be deemed to have accepted and agreed to the updated Terms and Conditions.

Fees and Compensation

Financial Planning Services

Financial Planning Services are provided on an hourly basis at the rate of \$125 per hour. Client's initial estimated fee is set forth in the Financial Planning Agreement.

All balances due for Financial Planning Services fees may be paid by check, credit card, or electronic funds transfer.

Asset Aggregation Service

If Client elects to continue to maintain access of the asset aggregation portal following delivery of the Financial Plan, the fee for portal access is \$25 per month.

The Asset Aggregation Service fee is billed monthly in arrears, and may be paid by check, credit card, or electronic funds transfer.

Financial Planning Subscription Service

If Client elects to engage SWA for ongoing financial planning support and assistance, the monthly subscription fee for the Financial Planning Subscription Service is \$125 per month. SWA may reduce this fee at its sole discretion.

The Financial Planning Subscription Service fee is billed monthly in arrears, and may be paid by check, credit card, or electronic funds transfer. It is Client's sole responsibility to schedule, prepare for, and attend monthly consultations. The monthly subscription fee is incurred regardless of whether Client elects to schedule a meeting for consulting services. Refunds will not be provided if Client chooses to forego a monthly consulting meeting.

Investment Advisory Services

SWA's standard Investment Advisory Fee for investment management is based on the market value of the assets under management (AUM) and is calculated according to the schedule below, subject to a minimum monthly fee of \$50.

Assets Under Management	Maximum Annual Fee	Maximum Monthly Fee
Up to \$250,000	1.15%	0.958%
\$250,001 - \$750,000	1.00%	0.083%
\$750,001 - \$1,000,000	0.90%	0.075%
Over \$1,000,000	0.75%	0.0625%

The annual fee is negotiable and may be reduced for combined household accounts. Custodial fees, if any, are charged separately by the Custodian.

Fees are billed monthly in arrears based on the amount of assets managed as of the last business day of the previous month. Unless other payment arrangements are agreed upon, SWA will deduct its Investment Advisory Fee directly from Client's account with the Custodian, upon written

authorization by Client. Monthly advisory fees deducted from Client's account by the Custodian will be reflected in the Custodian's monthly account statement.

Fees for partial months will be prorated. The final fee will be deducted from Client's account prior to transfer. Because fees are collected in arrears, no refunds will be given upon termination.

At its sole discretion, SWA may aggregate the value of all accounts for individuals living within the same household to determine the applicable advisory fee.

Use of Third-Party Money Managers

SWA may recommend a Third-Party Money Manager ("TPMM") to manage a Client's Portfolio. The use of a TPMM is optional. When a TPMM is used, the TPMM's fees and billing practices will be outlined in the TPMM's account agreement and/or disclosure brochure.

Other Types of Fees and Expenses

SWA's fees are exclusive of brokerage commissions, transaction fees, and other related costs and expenses which may be incurred by the client. Client may incur certain charges imposed by custodians, brokers, and other third parties such as custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions.

Mutual fund and exchange traded funds also charge internal management fees, which are disclosed in a fund's prospectus. Such charges, fees and commissions are exclusive of and in addition to our fee, and we shall not receive any portion of these commissions, fees, and costs.

Term and Termination

Either party may terminate an agreement at any time for any reason upon thirty (30) days written notice to the other party. Additional termination provisions for specific services are described below.

Financial Planning Services

Unless Client elects the Asset Aggregation Service or Financial Planning Subscription Service described below, the Financial Planning Agreement will automatically terminate upon delivery of the financial analysis. SWA will have no ongoing obligation to monitor or update the financial analysis. Because fees are paid upon completion, no refunds will be given upon termination.

Asset Aggregation Services

Asset Aggregation Services will continue on a month-to-month basis until terminated by either party by providing written notice to the other party. Asset Aggregation Services will continue through the end of the month in which notice of termination is received. Fees will not be prorated for partial months. Because fees are paid in arrears, no refunds will be given upon termination.

Financial Planning Subscription Service

Financial Planning Subscription Services will continue on a month-to-month basis until terminated by either party by providing written notice to the other party. Financial Planning Subscription Services will continue through the end of the month in which notice of termination is received. Fees will not be prorated for partial months. Because fees are paid in arrears, no refunds will be given upon termination.

Client Responsibilities

Client is responsible for informing SWA of any changes in Client's financial circumstances, investment objectives, and any other information provided by Client to SWA. Client is responsible for notifying SWA of any transactions or holdings that appear to be in error or inconsistent with Client's investment objectives. SWA will rely on the financial and other information provided by Client without any duty or obligation to investigate the accuracy or completeness of the information. Client is responsible for reviewing trade confirmations and account statements provided by Client's Custodian. Client is also responsible for providing the appropriate written authorization to Custodian permitting SWA to provide these services for Client's account(s). SWA cannot and will not provide or attempt to provide these services for accounts for which SWA is not authorized to act and/or perform these services.

Custody of Assets

SWA does not hold or receive any of Client's funds or securities, other than payment for SWA's services. Portfolio assets will be held by a qualified custodian (the "Custodian"), and Client will be solely responsible for paying all of the Custodian's fees.

Client understands that SWA is not authorized to establish or maintain custodial arrangements for Client's account(s). All transactions will be consummated by payment to, or delivery by, Client or such other party as Client may designate in writing, of all cash and/or securities due to or from the account. Client shall direct the Custodian to segregate the assets of the account and to invest and reinvest them in accordance with the directions transmitted by SWA. Client understands that SWA shall not be responsible for any loss incurred by reason of any act or omission of the Custodian or any other party, to the extent permitted by law. The Custodian should provide account statements to Client. SWA encourages Client to notify SWA promptly if Client does not receive statements on all accounts from the Custodian on at least a quarterly basis.

Investment Discretion

Investment Advisory Services are provided on a discretionary basis. SWA is not required to seek Client's consent prior to implementing any transactions in Client's account(s).

With regard to Financial Planning Services, Client is responsible for implementing all advice received from SWA. Client is under no obligation to act upon SWA's recommendations. Furthermore, Client is under no obligation to effect any transactions through SWA if Client chooses to implement SWA's recommendations. Investment Adviser Representatives (IARs) of SWA may be licensed to sell insurance products, but Client is under no obligation to purchase any recommended financial products from SWA's IARs. SWA will encourage the implementation of advice in good faith but will not be responsible or liable for Client's failure to implement.

No Legal or Accounting Advice

Although SWA may review estate planning documents, and make recommendations to Client regarding such documents, Client acknowledges that SWA does not provide legal advice. Client is encouraged to consult with independent legal counsel for advice and assistance with implementing any recommendations as Client deems appropriate.

Similarly, although SWA may review tax returns and related documents, and make recommendations to Client regarding tax savings opportunities,

Client acknowledges that SWA does not provide accounting advice. Client is encouraged to consult with an independent tax adviser for advice and assistance with implementing any recommendations as Client deems appropriate.

Confidential Relationship

Information received by SWA from Client will be kept confidential by SWA in a manner consistent with applicable law and with SWA's Privacy Policy. All information or advice furnished by SWA to Client shall be treated as confidential and not be disclosed by Client except as required by law.

Acknowledgment of Risk

Client acknowledges that past performance cannot guarantee future results. All investments involve risk, and SWA does not guarantee that its advisory services will result in profit.

Proxy Voting and Class Action Claims

SWA shall not vote any proxies for securities purchased for Client's account(s). Furthermore, SWA will not file a class action settlement claim involving a security held in Client's account(s) on behalf of Client.

Code of Ethics

Client acknowledges that SWA has made Client aware that SWA has a Code of Ethics, which is described on SWA's Form ADV Part 2A, and which will be provided to Client upon request.

Valuation

In computing the market value of any investment contained in Client's account(s), each security listed on any national securities exchange shall be valued at the last quoted sale price on the valuation date on the principal exchange on which such security is traded. Any other security or asset shall be valued in a manner determined in good faith by SWA to reflect its fair market value.

Related Transactions

SWA may effect securities transactions for SWA's own account or for the accounts of others under management which are identical or similar to securities as to which SWA may effect transactions for Client's account(s) at the same or different times.

Services to Other Clients

SWA provides advisory services for other clients. Client understands that SWA may give advice and take action in providing services to other clients which may differ from the advice given or action taken for Client.

Account Statements

SWA shall not have any responsibility to directly disseminate account statements to Client. This is Custodian's responsibility.

Verbal Communications

Client expressly permits and allows SWA to act on Client's verbal instructions, except that no trade or order instructions may be left on SWA's voicemail – voicemail instructions will not be acted upon.

Fiduciary Status

SWA acknowledges fiduciary status. SWA adheres to basic standards of impartial conduct and will give prudent advice that is only in Client's best interest.

Limited Liability

SWA shall not be liable for any mistake in judgment or for any loss whatsoever except that which may result from a violation of applicable law or an act of bad faith or gross negligence by SWA concerning its duties. Furthermore, SWA, its officers, directors, employees and agents shall not be responsible for any loss, claim, cost or liability incurred by reason of any act or omission by any broker, dealer, Custodian or another third party.

Non-Waiver of Rights by Client

Federal securities laws impose certain obligations on persons acting in good faith, and as such, nothing in these Terms and Conditions shall result in any waiver of any or all of the rights which Client shall otherwise enjoy under the federal securities laws.

Assignment

Neither party may assign the Agreement without the prior written consent of the other party.

Governing Law, Venue and Jurisdiction

Where required by applicable state laws, the Agreement shall be governed by and construed in accordance with the laws of the Client's state of residence. Otherwise, the Agreement shall be governed by and construed in accordance with the laws of the State of Texas, except to the extent that the federal securities laws shall otherwise be controlling.

Where required by applicable state laws, any litigation, cause, suit, arbitration, mediation or any other proceeding shall take place in Client's state of residence. Otherwise, any litigation, cause, suit, arbitration, mediation or any other proceeding shall take place in Texas.

Non-Mandatory Binding Arbitration

Any controversy or claim arising out of or relating to the Agreement or the breach thereof may be settled by arbitration, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Client understands that this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under federal or state securities laws.

Client Conflicts

If the Agreement is with more than one Client, SWA's services shall be based upon the joint goals as communicated to SWA by Client, collectively. SWA shall be permitted to rely upon instructions and/or information SWA receives from either party, unless and until such reliance is revoked in writing to SWA. SWA shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between Clients.

Miscellaneous

Paragraph Headings

All paragraph headings in the Agreement are for convenience of reference only, do not form part of the Agreement, and shall not affect in any way the meaning or interpretation of the Agreement.

Severability

If any provision of the Agreement is or should become inconsistent with any present or future law, rule or regulation of any governmental or regulatory body having jurisdiction over the subject matter of the Agreement, such provision shall be deemed to be rescinded or modified in accordance with any such law, rule or regulation. In all other respects, this agreement shall continue and remain in full force and effect.

Amendment

SWA may modify the Terms and Conditions from time to time upon thirty (30) days written notice to Client. If Client continues to use SWA's services after the expiration of thirty (30) days from receipt of an updated Terms and Conditions, Client will be deemed to have accepted and agreed to the updated Terms and Conditions.

Entire Agreement

The Agreement contains the entire understanding between Client and SWA concerning the subject matter of the Agreement. To the extent that the Agreement is inconsistent with any other agreement governing Client's account(s), the provisions of the Agreement shall govern.

Binding Agreement

The Agreement shall be binding upon Client's heirs, executors, administrators, and personal representatives.

Notices

All notifications required to be sent to SWA shall be sent to SWA's email address set forth on the first page of these Terms and Conditions. Notices to Client shall be sent to the address provided by Client when entering into the Agreement, or such other address as may later be designated.