

Consulting Agreement



Plan Profile – Summary of Services – Fees

Effective Date* _____

Plan Profile

* = required information

DBA Name*	Consultant Representative(s)*

Name of Plan*			
Name of Employer/Plan Sponsor ("Client")*		Address*	
Employer Tax ID*	City*	State*	Zip*
Plan Tax ID (if different than Employer ID)	Phone Number*	Email*	
Name of Recordkeeper/Platform Provider ¹ *			Plan ID

Additional information about Client and the Plan may be added to Exhibit A attached hereto.

Summary of Services

Check all that apply. A description of each service may be found in Exhibit B, attached hereto.

Available Services
☐ Service Provider Liaison
☐ Plan Governance and Education
☐ Participant Enrollment
☐ Participant Education
☐ Financial Wellness Services ²
☐ Plan Search Support/Vendor Analysis
☐ Benchmarking Services
☐ Assistance Identifying Plan Fees
☐ Plan Assessment and Consulting
☐ Other (describe services in Additional Comments section on page 2)

¹ If more than one platform provider, please input the additional providers in the Additional Information section in Exhibit A.

² Separate fees may apply.

Fees and Expenses

Check all that apply.

Annual Asset-Based _____ bps or Tiered or Breakpoint*	Frequency: Monthly Quarterly Semi-Annually Annually** Timing: In advance In arrears Billing: Plan Assets ³ Client ⁴
Annual Flat Fee \$ _____	Frequency: Monthly Quarterly Semi-Annually Annually** Timing: In advance In arrears Billing: Plan Assets ³ Client ⁴
One-time Project Fee \$ _____ Plan Assets Client	Please attach a Statement of Work regarding the project.
Ongoing Project Fees ⁵ Education Enrollment	Education: \$ _____ per _____ session Enrollment: \$ _____ per _____ session or Education: \$ _____ for _____ sessions Enrollment: \$ _____ for _____ sessions <i>(Travel expenses not included)</i>
For Hybrid Fees, when fees include a combination of asset-based and flat fees, please complete both the Asset-Based and Flat Fee sections. For COLA adjustments, please identify the amount or formula, the frequency and when the adjustment should be made in Additional Comments and Notes below. **Annual Payments, Annual payments cannot be paid in advance. Advanced payments may only be made semi-annually or a lesser frequency	
Comp Code* _____	

Additional Comments and Notes

	Tiered Breakpoint ⁶		
	Value of Plan Assets		Flat Fee
			bps
	\$0 -		
	-		
	-		
	-		
	-		
	-		
	and up		

³ By checking this box, Client is authorizing and instructing the recordkeeper/platform provider to deduct Fees from Plan Assets. Fees shall be calculated according to the method and valuation as determined by Client's agreement with the recordkeeper/platform provider.

⁴ By checking this box, Fees will be billed by Consultant to the Client based on the valuation at the end of the time period, due upon receipt and as specified herein.

⁵ Complete this section only if education or enrollment fees will be charged separately.

⁶ A "tiered basis" will multiply the stated fee percentage for each separate asset range to the applicable plan assets in the asset range. The products of those calculations will then be added together to calculate the total fee. A "breakpoint basis" will multiply the total plan assets by the stated fee percentage for the highest applicable asset range to calculate the total fee.

Agreement

This CONSULTING AGREEMENT (“Agreement”) is made by and between Global Retirement Partners, LLC (“Consultant”), through its individual consultants (each a “Consultant Representative”), and the above-referenced client (“Client”) regarding the retirement plan identified in the Plan Profile (singularly and collectively, the “Plan”). Consultant and Client shall be individually referred to as a “Party” or collectively, as the “Parties.” This Agreement shall be effective as of the Effective Date upon an authorized designated employee of Consultant signing the Agreement.

1. ACKNOWLEDGEMENT AND DISCLOSURES

- a. Client acknowledges that sufficiently before this Agreement, it received information from Consultant regarding the Services (as defined below), compensation, and any conflicts of interest to make an informed decision to engage Consultant (“Disclosure Materials”).
- b. Client acknowledges that the Disclosure Materials, including but not limited to Sections 2, 3, 6.a, 6.c, and 10 of this Agreement, satisfy any disclosures required by Applicable Law (as defined below).
- c. “Applicable Law” includes, as the circumstances permit, the Employee Retirement Income Security Act of 1974 (“ERISA”); the Internal Revenue Code (“Code”); state laws applicable to retirement plans, and privacy and information security laws governing the use, disclosure, and safeguarding of nonpublic personal information.

2. SERVICES

Consultant, through its Consultant Representatives, agrees to provide the services selected above in the Summary of Services, as more fully described in Exhibit B (“Services”). Consultant shall not provide, nor be deemed to be providing, any services to the Plan or Client other than the Services expressly agreed to in this Agreement. Failure to mark a box is an express indication that Consultant shall not perform such service. In addition, Consultant from time-to-time shall provide general educational services about retirement plans for Client and the participants of the Plan.

- a. **Cooperation.** Each Party agrees to cooperate fully in the furtherance of this Agreement. Client shall provide timely and accurate data, documents, and information about the Plan, its participants and beneficiaries, assets, and other relevant information (“Information”) and shall cause or authorize the Plan’s custodian, recordkeeper, administrator, investment providers and other third parties (“Service Providers”) to provide Information to Consultant so that Consultant can perform the Services. Client also authorizes Consultant to obtain Information from Service Providers that Consultant may reasonably require to perform the Services. Such information includes plan and participant data, and Client consents to the use of such information by Consultant in the furtherance of the Services provided herein.

Client agrees that all Information provided to Consultant shall be true, correct, timely, and complete in all material respects. Client acknowledges that Consultant may rely on such Information without verifying its accuracy, nor shall Consultant guarantee the Information that it receives. Client agrees to promptly notify, or cause the Service Providers to notify, Consultant of any changes or errors in the Information, and promptly provide any updated or additional Information as may be reasonably requested by Consultant.

Upon written request by Client, Consultant will provide relevant information related to this Agreement which is required under Applicable Law. Advisor shall not be liable for any request not timely made by Client.

b. Limitation of Services. Client understands and agrees that in providing the Services:

- (1) Service Providers. Consultant will not act, or assume any duties, as the Plan's custodian, trustee, recordkeeper, third-party administrator, or other service providers to the Plan. Client shall be responsible for selecting and paying fees to these Service Providers.
- (2) Administration. Consultant will not have any discretionary authority or responsibility over the administration of the Plan or for the interpretation of Plan documents, including but not limited to the determination of eligibility or participation under the Plan, benefit claims, vesting, or the approval of distributions to be made by the Plan.
- (3) Tax and Legal Advice. Consultant shall not provide legal, accounting or tax advice to Client or the Plan.
- (4) Class Actions. Consultant is not responsible (a) for monitoring whether any class action lawsuits have been filed pertaining to investments in the Plan, or (b) for determining whether the Plan is eligible or should participate in a class action.
- (5) Plan Compliance. Consultant shall not be responsible for the Plan's compliance with the Plan's governing documents or Applicable Law, including but not limited to qualification requirements of the Code which may include receipt of a favorable qualification letter, determining or timely transmittal of plan contributions, filing of required government reports, or preparing or delivering notices or communications to the Plan's participants, or for notifying Client that any such notices or communications are required.

3. FEES AND EXPENSES

a. Fees. Client agrees and authorizes to pay Consultant the fees solely for the Services provided herein, in the manner set forth on page 2 of this Agreement ("Fees"). The Fees do not include fees charged by the Service Providers, investments, insurance contracts, other investment providers, or as described in Exhibit B hereto.

- (1) Plan Assets. Client represents that it shall determine and ensure that any Fees paid out of Plan assets are permissible in all respects under the Plan's governing documents and Applicable Law. Client agrees that no fees or expenses related to settlor functions, such as decisions relating to formation, design, and termination of the Plan, unless otherwise permissible by Applicable Law, shall be paid out of Plan assets.
- (2) Valuation. In calculating any asset-based Fees, Consultant may rely upon the valuation of assets provided by Client or Service Providers without independent verification. Client acknowledges that any valuation will not be a guarantee of the market value of any asset in the Plan.
- (3) Accuracy and Errors. Client shall verify the accuracy of all Fees paid under this Agreement. Any miscalculation known to Consultant resulting in overpayment by Client or the Plan will be refunded promptly. Otherwise, Consultant shall have no liability regarding the Fees.
- (4) Unpaid Fees. If any Fees remain unpaid after thirty (30) days, Client authorizes custodian or recordkeeper to pay the permissible Fees under Section 3.a(1) directly from Plan assets at the direction of the Consultant.

b. Expenses. In addition to the Fees and other expenses stated herein, upon review and approval by Client, which such approval shall not be unreasonably withheld, Client and/or the Plan agrees to reimburse Consultant for reasonable expenses associated with responding to subpoenas, preparing documents for litigation or regulatory investigations, preparing or providing testimony in litigation or regulatory investigations (including travel or Consultant's attorneys' fees), unless Consultant and/or Consultant Representative is a party to the proceeding and is found to have engaged in intentional misconduct, gross negligence or breach of fiduciary duty.

4. CONFIDENTIALITY AND PRIVACY

Each Party (in such capacity, the "Receiving Party") agrees to keep Confidential Information (as defined below) of the other Party (in such capacity, the "Disclosing Party") in strict confidence and in a manner set forth in the Information Security section of this Agreement.

a. Confidential Information. As used in this Agreement, "Confidential Information" means (1) information designated by the Disclosing Party as confidential, (2) information that is reasonably and customarily construed as proprietary or confidential, and (3) information deemed to be "nonpublic personal information," "personally identifiable information," or similar terms as defined under Applicable Law.

b. Exceptions. The term Confidential Information does not include any information which (1) is in the public domain through no fault or breach by the Receiving Party in violation of this Agreement, (2) was known by the Receiving Party prior to its disclosure by the Disclosing Party and was not obtained in such circumstances subject to a requirement of confidentiality, or (3) was developed independently of, and without the use of or access to, any Confidential Information exchanged under this Agreement.

c. Use. Each Party agrees not to use the other's Confidential Information for any purpose other than for the purposes and furtherance of this Agreement and not to make each other's Confidential Information available to a third-party, except that Confidential Information may be used or disclosed (1) to a Party's officers, directors or employees (and those of its affiliates) who have a business need to know such Confidential Information, (2) to a Party's attorneys, accountants, consultants, agents, independent contractors, Service Providers, subcontractors, or professional advisors who (a) have a business need to know such Confidential Information and (b) are subject to fiduciary, professional or written obligations of confidentiality substantially similar to the obligations set forth herein, (3) for general educational purposes to Client and its participants from time to time, and (4) as agreed to by the Parties for the benefit of the Plan and its participants and beneficiaries. Consultant also may use Confidential Information as described in Consultant's Privacy Policy and to enhance or improve existing services, and to develop new services, in each case under obligations of confidentiality at least as restrictive as those contained herein and in a manner that does not specifically identify any of Client's Confidential Information.

d. Permitted Disclosure. The Receiving Party may disclose Confidential Information as required to be disclosed under Applicable Law or pursuant to an order of a court or administrative body; provided, that, with regard to each such disclosure, the Receiving Party will provide the Disclosing Party with prompt notice of such request or order (to the extent permitted by Applicable Law), and shall, at Disclosing Party's option and sole expense, cooperate reasonably with the Disclosing Party in resisting the disclosure of such Confidential Information via a protective order or other appropriate legal action. If such protective order or other remedy is not obtained after commercially reasonable efforts, the Receiving Party, without liability under this Agreement, may furnish that portion of the Confidential Information that it is requested or required to be disclosed. Notwithstanding the foregoing, the Receiving Party is not required to notify the Disclosing Party if disclosure of Confidential Information is made to a regulatory agency, self-regulatory organization, or governmental agency in the course of such authority's routine examinations or inspections not targeted at the Disclosing Party, and any such disclosure shall be permitted.

- e. Ownership.** All Confidential Information shall remain the sole and exclusive property of the Disclosing Party. Neither Party shall acquire any intellectual property rights of the other Party. The Parties shall not use each other's names, logos, trademarks, or other intellectual property without the prior written consent of the Party whose name, logo, trademark, or other intellectual property is contemplated for use.
- f. Return of Confidential Information.** Upon written request by the Disclosing Party, the Receiving Party shall: (1) return to the Disclosing Party all Confidential Information, all documents or media containing the Confidential Information, and any and all copies or extracts thereof, and/or (2) destroy the Confidential Information, and any and all copies or extracts thereof, and provide the Disclosing Party with written certification of such destruction signed by an authorized representative of the Receiving Party; provided, however, that the Receiving Party is entitled to retain copies of such Confidential Information as it is required to retain pursuant to Applicable Law or internal document retention policies, that are electronically stored or archived in the ordinary course of business, and for defending or maintaining any litigation relating to this Agreement, in each case subject to the confidentiality and non-use obligations set forth herein.
- g. Injunctive Relief.** A Party may seek injunctive relief pursuant to Section 13.b for any breach or threatened breach of this Section 4.

5. INFORMATION SECURITY/DATA COLLECTION

- a. Information Security.** Each Party shall maintain commercially reasonable and effective systems to safeguard against unauthorized access, disclosure, use, destruction, loss, or alteration to Confidential Information, including measures as required by Applicable Law. Each Party must hold Confidential Information to at least the same extent that the Party maintains its own Confidential Information, but no less than a reasonable standard of care or any higher standard of care as required by Applicable Law. Each Party shall provide each other with the information regarding such security safeguards upon the reasonable request of the other Party.
- b. Data Breach Notification.** In the event of an actual data, network, or security breach by a Party that affects the confidentiality of the other Party's Confidential Information, the breached Party will promptly notify the other Party subject to Applicable Law. Each Party agrees that no public statements will be made regarding a data, network or security breach involving client data without prior written approval from the other Party. The breached Party agrees to take reasonable measures to mitigate and notify about the breach pursuant to Applicable Law.

6. REPRESENTATIONS AND WARRANTIES

- a. Mutual.** Each Party represents and warrants that:
- (1) It is duly organized, validly existing and in good standing under Applicable Law.
 - (2) It shall obtain and maintain any authorizations, permits, certifications, licenses, filings, approvals, registrations, or consents from any third party or governmental authority in connection with this Agreement.
 - (3) It has the full legal authority to enter into this Agreement and to perform its obligations hereunder.
 - (4) This Agreement constitutes a valid and binding agreement enforceable against it in accordance with its terms.
 - (5) It complies and will comply with Applicable Law in the performance of its obligations hereunder. If an amendment of this Agreement becomes necessary to comply with Applicable Law, it agrees to amend this Agreement as reasonably necessary to comply.

(6) It has had the opportunity to obtain independent accounting, financial, investment, legal, tax or other appropriate advice related to this Agreement; and, it has carefully read and fully understands the terms and consequences of this Agreement.

(7) It understands and agrees that Consultant Representatives are not parties to this Agreement.

b. Client. In addition to any other representations and warranties in this Agreement, Client represents and warrants that:

- (1) It has the power and authority to appoint Consultant under the terms of the Plan, and to enter contractual arrangements with third parties to assist in the discharge of these and related duties.
- (2) It has reviewed and considered the contents of the Agreement and has determined (a) the Services are authorized by the Plan, consistent with and in the best interest of the Plan and its participants, and necessary for the operation of the Plan, and (b) the Fees are reasonable and appropriate for the Services rendered.
- (3) It understands and agrees that Consultant and Consultant Representatives do not perform the Services as a fiduciary under Applicable Law, nor the Services considered the providing of investment advice.
- (4) It will provide Consultant with copies of the Plan, trust documents, and amendments thereto, pursuant to which the Plan and trust will be administered, as well as copies of any subsequent amendments or restatements of those documents, all of which meet the applicable retirement plan and trust requirements under the Code and regulations thereunder.
- (5) The individual signing the Agreement has been duly appointed by corporate action, or is duly authorized by law, to sign on behalf of the Client and Plan, and no other signatories are required.
- (6) It will operate and administer the Plan in compliance with Applicable Law.
- (7) It will promptly notify about and provide Consultant with any amendments to the Plan's governing documents that are reasonably expected to alter or affect Consultant's performance of Services.
- (8) It understands that Consultant will not engage in activity identified in Section 2.d as part of the Services.
- (9) Consultant may provide other services to plan participants when the services are independently sought by participants. These other services will not be part of the Services of this Agreement and will be pursuant to a separate agreement with the participant.

c. Consultant. In addition to any other representations and warranties in this Agreement, Consultant represents and warrants that:

- (1) All personnel providing Services hereunder shall be appropriately licensed as required by Applicable Law.
- (2) No judicial, administrative, or regulatory proceeding, investigation or administrative charge or complaint is pending or threatened, which could result in any material adverse change in its financial condition, operating results, or business or which would reasonably be expected to have a material adverse effect on its ability to perform its obligations hereunder.

- (3) It will disclose to Client any material changes to the information regarding the Services, compensation, and conflicts of interest as soon as reasonably practicable, but not later than sixty (60) days from the date on which Consultant acquires knowledge of the material change or as otherwise required by Applicable Law (unless such disclosure is precluded due to extraordinary circumstances beyond Consultant's control, in which case the information will be disclosed as soon as practicable).
- (4) If Consultant makes an unintended error or omission in disclosing information to Client, Consultant will disclose the correct information to Client as soon as practicable but not later than thirty (30) days from the date Consultant knows of the error or omission.
- (5) It does not receive any direct or indirect compensation from the providers of investment products, except to the extent those sources are used to pay the compensation due under this Agreement or to cover expenses incurred by Consultant's employees or Consultant Representatives to attend industry and educational events, as well as to learn about the provider's products and to host client events. As a result, the only compensation Consultant receives for its provision of Services under this Agreement are the fees specified herein.

7. INDEMNIFICATION

- a. Consultant.** Consultant shall indemnify, defend, and hold harmless Client, its directors, employees, representatives, agents, and the Plan from and against any and all third-party claims, damages, losses, and expenses (including reasonable attorneys' fees and expenses) that arise out of or are related to Consultant's (1) material breach of this Agreement, or (2) gross negligence, or intentional misconduct; provided that, in any case, such indemnification shall not apply in the case of Client's or the Plan's breach of fiduciary duty, negligence, intentional misconduct, or breach of any applicable representations, warranties or obligations under this Agreement.
- b. Client.** Client and the Plan shall, to the extent permitted by Applicable Law, indemnify, defend, and hold harmless Consultant, its directors, employees, representatives, agents, and Consultant Representatives from and against any third-party claims, damages, losses, and expenses (including reasonable attorneys' fees and expenses) that arise out of or are related to (1) Client's material breach of this Agreement, breach of fiduciary duty, gross negligence, or intentional misconduct, or (2) any acts or omissions by another Plan fiduciary or Service Provider; provided that, such indemnification shall not apply in the case of Consultant's breach of fiduciary duty, negligence, intentional misconduct, or breach of any applicable representations, warranties or obligations under this Agreement.
- c. Notice and Procedure.** An indemnified party seeking indemnification will promptly notify the indemnifying party of any claim for indemnification and allow the indemnifying party to control the defense of such claim; provided, however, that the failure to provide timely notice will not relieve the indemnifying party from any liability hereunder except to the extent such failure materially prejudices the indemnifying party's rights. The indemnifying party may not settle any claim (1) that involves a remedy other than the payment of money by the indemnifying party without the indemnified party's reasonable written consent; and (2) no such compromise or settlement is hereby authorized unless the indemnified party obtains a complete release of liability under such compromise or settlement. In the event the indemnifying party fails to promptly assume the defense of the claim or to promptly and reasonably conduct the defense, the indemnified party will have the right to control the defense of the claim, at the sole cost and expense of the indemnifying party.

8. LIMITS OF LIABILITY

IF PERMITTED BY APPLICABLE STATE OR FEDERAL LAW, NEITHER PARTY SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY, NOR ITS EMPLOYEES, AFFILIATES OR AGENTS (INCLUDING CONSULTANT REPRESENTATIVES) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF, OR HAD REASON TO KNOW OF, THE POSSIBILITY OF SUCH DAMAGES. Consultant will not be responsible or liable for the acts, failures to act, or omissions by Client, its employees or agents, any other fiduciary of the Plan, current or former Service Providers, or any participant under the Plan.

9. NON-EXCLUSIVITY

Client understands that Consultant may perform services similar to the Services for other clients. Client recognizes that Consultant may take action in the performance of its duties for other clients (including those who may have similar retirement plan arrangements as Client) that may differ from or in the timing and nature of action taken, with respect to the Plan or Client. Consultant has no obligation to perform for Client in the same manner as it may perform for any of its other client.

10. TERM AND TERMINATION

- a. Term.** The term of this Agreement shall commence on the Effective Date and shall continue until terminated under the terms of this Agreement.
- b. Termination.** Either Party may terminate this Agreement: (1) upon thirty (30) days written notice to the other Party, (2) immediately upon a material breach (including unpaid Fees), which breach remains uncured for a period of thirty (30) days following notice thereof given by the non-breaching party, or (3) immediately when a Party files bankruptcy or receivership or is declared to be insolvent; a Party has its corporate authority revoked or has necessary licenses withdrawn, suspended or revoked by a regulatory authority; a legally enforceable and binding notice from a regulatory authority requiring a party to terminate the Agreement; or, upon the advice of counsel, continuation of this Agreement would violate Applicable Law.
- c. Fees Obligations.** If Fees are paid in arrears, Consultant shall be entitled to its pro rata fees through the date of termination. If fees are paid in advance, any unearned fees will be returned.
- d. Services.** Except as set forth herein or as agreed to by the Parties, all Services shall cease on the date this Agreement is terminated.
- e. Pending Transactions.** Termination shall not affect the liabilities or obligations of the Parties arising from transactions initiated before the date of termination, and such liabilities and obligations shall survive the termination of this Agreement until such time they have been performed.
- f. Reasonable Assistance.** Upon termination of this Agreement, Consultant agrees to provide reasonable assistance to Client in Client's transition to a new Consultant.
- g. Survival.** The following Sections shall survive termination of this Agreement: 3 - 10 and 14.

11. SUBCONTRACTORS

Consultant may engage third parties as subcontractors in the furtherance of Consultant performing the Services; provided that Consultant shall oversee and be responsible for any subcontractor, and any agreement entered into between Consultant and a subcontractor shall be consistent with the terms of this Agreement and shall include a confidentiality provision and an information security provision that is at least as restrictive as Sections 4 and 5 of this Agreement.

12. ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that this Agreement may be executed by electronic or digital signature. Client consents to receive communications, disclosures and notices in electronic format, and such consent shall continue until revoked. Client also authorizes Consultant to deliver documents and communicate with the Plan and its participants or beneficiaries using electronic means, including email and posting to a website. Client, and not Consultant, is responsible for determining whether the use of such electronic communication complies with Applicable Law.

13. DISPUTE RESOLUTION

- a. Arbitration.** In the event of any dispute arising out of or relating to this Agreement, the Parties agree first to attempt in good faith to resolve the dispute through negotiations between persons designated by each Party. If the matter is not resolved within ten (10) business days of receipt of a written request to negotiate by one Party from the other Party, then any claim or controversy arising out of or relating to this Agreement shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The Parties hereby agree that judgment upon the award by the arbitrator(s) may be entered in any court having jurisdiction.
- b. Injunctive Relief.** Notwithstanding Section 13.a, each Party acknowledges that nothing in this Agreement shall preclude either Party from seeking equitable relief, including but not limited to temporary and/or permanent injunctive relief, for any breaches of the Agreement where the non-breaching party may suffer irreparable harm and damages cannot be calculated and would be an inadequate remedy. Each party hereby waives any requirement for the posting of a bond or any other security in connection therewith.
- c. Waiver of Jury Trial.** Notwithstanding Section 13.a, if a dispute cannot be arbitrated and must be resolved in court, the PARTIES HEREBY IRREVOCABLY WAIVE THE RIGHT TO REQUEST A JURY TRIAL, TO THE FULLEST EXTENT PERMITTED BY LAW, AND ANY SUCH LITIGATION SHALL BE TRIED BY THE JUDGE SITTING AS THE FINDER OF FACT AS WELL AS THE JUDGE OF THE APPLICABLE LAW.
- d. Costs and Attorneys' Fees.** For any proceeding, claim or cause of action brought by a Party, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, the reasonable legal and other related costs and expenses incurred by such party, including without limitation reasonable attorneys' fees.

14. Miscellaneous

- a. Independent Contractor.** The Parties are independent contractors of each other. Nothing in this Agreement shall create or be deemed to create a relationship of employer/employee, principal/agent, joint venture, partnership, franchise, or other legal relationship.

- b. Governing Law.** Unless preempted by federal law (including the Federal Arbitration Act), the validity, interpretation, and performance of this Agreement shall be governed by the laws of the state of the Client, without reference to its conflicts of law provisions.
- c. Entire Agreement; Binding Effect.** This Agreement, including, any exhibits, schedules, incorporations by reference, amendments and addenda, contains all of the understandings and representations between the Parties pertaining to the subject matter hereof and supersedes all previous and contemporaneous understandings, agreements, representations, warranties and communications, whether oral, written or otherwise communicated with respect to such subject matter. All provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- d. Severability.** If any provision of this Agreement is held to be invalid or unenforceable in any respect or for any reason, including a provision inconsistent with a current or future law or regulation, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. Any invalid or unenforceable provisions of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly reflects the intent of the invalid or unenforceable provision.
- e. Amendment.** Neither Party may amend or modify this Agreement except by written agreement by the Parties.
- f. Assignment.** Neither Party may assign or delegate this Agreement without the written consent of the other Party; provided, however, subject to Applicable Law, that in the event of a change of control or ownership of Consultant that would result in an “assignment” under Applicable Law, Consultant may assign this Agreement pursuant to the procedures set forth in Section 14.g. Upon the completion of a permitted assignment, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.
- g. Procedures for Negative Consent for Certain Amendments and Assignments.** Consultant may assign the Agreement pursuant to Section 14.f by giving Client at least sixty (60) days’ advance written notice of the terms of the assignment. Notice shall be given in a manner set forth in Section 14.j. The notice will (1) explain the terms of the assignment, (2) fully disclose any resulting changes in the Parties because of the assignment, (3) identify the effective date of the assignment, (4) explain the other Party’s rights to object to and reject the assignment, and, if applicable, to terminate the Agreement and the consequences thereof, and (5) state that pursuant to the provisions of this Agreement, if Client fails to object to the assignment before the date on which it becomes effective, Client will be deemed to have consented to the assignment. If Client rejects the assignment, Consultant will not be authorized to assign this Agreement and will have authority to terminate this Agreement under Section 10.
- h. Waivers or Limitations.**
- (1) Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which the Client or the Plan or any other party may have under Applicable Law.
 - (2) The failure of a Party to insist upon the strict performance of any of the terms and provisions of this Agreement, or the waiver by a Party or any breach or default of any of the terms and provisions of this Agreement, shall not be construed as a waiver by either Party to thereafter insist on strict performance or as a waiver of any subsequent breach or default, even if the subsequent breach or default is the same as or similar to the breach or default previously waived. No waiver by either Party shall be enforceable unless in writing and signed by the Parties.

- i. **Force Majeure.** Neither Party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement to the extent such delay or failure arises directly or indirectly by reason of any cause beyond the reasonable control of such Party, including without limitation, an act of God; war; conflict; insurrection or terrorist attack(s); strikes or labor disputes; pandemic or epidemic; failure of communication lines, telephone, internet, systems or other utilities services; theft; material changes to laws, regulations, or rulings; adverse weather, power failures or events of nature; or other causes beyond the reasonable control of a Party (a “Force Majeure Event”). For the avoidance of doubt, a Force Majeure Event shall not include (a) financial distress or the inability of a Party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a Party’s financial inability to perform its obligations hereunder.
- j. **Notice.** All notices required by this Agreement shall be in writing and either delivered by (a) registered or certified U.S. Mail, return receipt requested and postage prepaid, (b) a nationally recognized overnight courier service, or (c) email, and shall be effective on the date of acknowledgement (by non-automated means) if delivered by email or on the date of posting if delivered by courier service or mailed. Notices shall be delivered to:

Client

The address indicated in the Plan Profile

Consultant

Global Retirement Partners, LLC,
Attn: Chief Compliance Officer
4340 Redwood Hwy., Suite B-60,
San Rafael, CA 94903

- k. **Third-Party Beneficiary.** This Agreement shall not be construed as granting any rights or benefits to third parties, including by way of example and not limitation, participants of the Plan, independent contractors, consultants, or other agents of the Parties, unless required by Applicable Law.
- l. **Headings.** All captions, headings and subheadings are for ease of reference only and in no way will be understood as interpreting, decreasing, or enlarging the provisions of this Agreement.
- m. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all taken together will constitute one and the same instrument.

15. RESERVED

Signature page follows

The Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

GLOBAL RETIREMENT PARTNERS, LLC

By: _____
Name: _____
Title: _____
Date: _____

CLIENT

By: _____
Name: _____
Title: _____
Date: _____

CLIENT

By: _____
Name: _____
Title: _____
Date: _____

ADVISOR REPRESENTATIVE ACKNOWLEDGEMENT

By signing below, the below named Advisor Representative confirms the Services to be provided under this Agreement. Advisor Representative only confirms the Services and is not considered a party to this Agreement.

By: _____
Name: _____
Date: _____

Exhibit A – Additional Information about the Client and Plan

Additional Client Profile Information

* = required information

Mailing address (if different)		
City	State	Zip
Billing Contact*	Billing Phone*	Billing Email*

Additional Plan Profile Information

Plan Type	Participant or Trustee Directed
401(k) 401(a)	Participant Directed
403(b) Other	Trustee Directed
457(b)	Both (explain)
Promoter Information (if applicable)	
Promoter Name:	

Is the sponsor of the plan a publicly traded company?* Yes No

Consulting Services

Service Provider Liaison. Consultant shall assist the Client by acting as a liaison to the Service Providers to the Plan, including coordinating with the Service Providers in gathering information or documents for Client, but only under instructions from Client with the understanding that Consultant will not be responsible for ensuring Client or a Service Provider completes any duties or tasks assigned to them.

Plan Governance and Education. Consultant will provide education, training, and/or guidance for the Plan's fiduciaries and/or Plan committee. Such services shall be mutually agreed to by the Parties, which may include investment education (e.g., general financial, investment and retirement information; asset allocation; and interactive investment materials), educating on fiduciary and compliance responsibilities, reviewing objectives and options available through the Plan, reviewing participant education and communication strategies and reports to monitor the Service Providers, use of spending, forfeiture or other similar accounts, developing and maintaining audit ready fiduciary files, attending periodic meetings with the Plan committee, and analyzing the Plan's investments compared to the benchmarks set by the IPS.

Participant Enrollment. Consultant will assist Client in enrolling eligible participants in the Plan, which may include conducting enrollment and educational meetings about the benefits of participating in the Plan and the impact contributing will have on retirement.

Participant Education. Consultant will provide educational services to participants. Such services may include, without providing personalized investment recommendations or advice, (1) in-person or virtual group sessions, (2) printed materials (e.g., posters, payroll stuffers, emails), (3) providing information about the Plan; general financial, investment, and retirement information; asset allocation models; market updates; interactive investment materials; and retirement options for terminated employees, (4) providing education about plan fees and expenses, and (5) helping participants assess their retirement readiness. For the avoidance of doubt regarding investment education, Consultant's services shall be provided in accordance with U.S. Department of Labor (DOL) Interpretative Bulletin 96-1.

Financial Wellness Services. Consultant will provide financial wellness services through interactive software that it licenses to use with participants or refer Client to an affiliated or unaffiliated third party that provides such wellness services. Such services do not involve the provision of personalized investment advice or recommendations. Such services may require Client to enter into a separate agreement with the affiliated or unaffiliated third party and pay a fee for such services in addition to the Fees paid herein. If Client pays for wellness services out of Plan assets, Client understands that only participants of the Plan (and not all of Client's employees) may receive such services.

Plan Search Support/Vendor Analysis. Consultant will assist Client with the preparation, distribution and/or evaluation of requests for proposals or requests for information from current or potential vendors for selection by the Plan, as well as interviewing such potential vendors. Consultant also will assist Client with conversions to the selected vendor. In performing service provider search support services, Consultant acts solely in a non-investment capacity.

Benchmarking Services. Consultant will provide Client with comparisons of Plan data (e.g., regarding fees, services, participant enrollment and contributions) to data from the Plan's prior years and/or a benchmark group of similar plans.

Assistance Identifying Plan Fees. Consultant will assist Client in identifying and monitoring the fees and other costs borne by the Plan for items specified by Client, including investment management, recordkeeping, participant education, participant communication and/or other services provided to the Plan.

Plan Assessment and Consulting. Advisor will periodically review the Plan's documentation and features to assess the participants' use of the Plan and their retirement readiness. This may include, without limitation, a review of the Client's payroll demographics, survey of the Plan's participation and deferral rates, and analysis of the investment choices made by the Plan's participants. Advisor will provide its assessment and discuss strategies designed to optimize participants' use of the Plan to meet their retirement needs. Client understands this does not include advice concerning the Plan's design, as such services may be considered a "settlor expense" that cannot be paid from Plan assets.