

PARTICIPANT INVESTMENT ADVISORY AGREEMENT

(Self-Directed Participant Account)



This Investment Advisory Agreement ("Agreement") is entered into by and between _____ ("Client" or "Participant"), and Global Retirement Partners, LLC ("Advisor" or "GRP"), an investment advisor registered under the Investment Advisers Act of 1940, as amended (the "Act"). This Agreement shall be effective as of the date of the Participant's signature.

Client is a participant or beneficiary in a retirement plan, which may or may not be subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Advisor has entered into an agreement with the Plan's sponsor, pursuant to which the Plan sponsor has authorized Advisor and IAR to provide Client with the advisory services described in this Agreement.

The Plan permits Client to direct the investment of assets in Client's individual Plan account. Client desires to engage the services of Advisor and IAR as set forth below to assist with respect to the allocation of assets in Client's individual Plan account ("Account").

1. SERVICES

Advisor, through its Investment Advisory Representative ("IAR"), will provide Client with advice regarding asset allocation and investment selection for Client's Account and related services regarding the investment options available under the Plan for investment in Client's Account (the "Services"). The advice will be based on the financial data and information that has been provided by Client and attached as Exhibit A.

The advice may be provided orally or in writing. If the advice requires a change in the Account investments and Client decides to follow the advice, its **implementation will solely be Client's responsibility**. The advice may include a recommendation that the Account be rebalanced periodically in order to be consistent with the original recommended allocation. If rebalancing is advised, **Client will be responsible for giving the instructions for rebalancing the Account**. IAR and Client will mutually agree at what intervals it is advisable to rebalance the Account. To effectuate changes in the Account allocation among investment options, Client will notify the Plan's administrator as provided in the Plan documents provided to Client by the Plan sponsor.

IAR will be available to meet in person or by phone with Client on a date to be mutually agreed upon by Client and IAR.

Client acknowledges and understands that neither Advisor nor IAR will provide any advice or recommendations regarding any loans from Client's Account. Client retains the right to vote proxies and direct corporate actions with respect to investments in Client's Account, and neither Advisor nor IAR will vote or give any advice or recommendation regarding voting of proxies or corporate actions with respect to such investments.

If company stock is available as an investment option for Client's individual Plan account, and if Client chooses to invest his/her individual Plan account assets in company stock, Client acknowledges that he/she understands the risks associated with holding company stock in a retirement plan. These risks may include, but are not necessarily limited to, lack of liquidity, over-dependency on Client's employer,

and less flexibility to change the allocation of assets in Client's individual Plan account. Client understands that he/she may already depend on the employer for current income and that, by investing in company stock, Client may be tying Client's financial security even more tightly to a single source.

Advisor will not maintain custody of Client's Account assets. Either Client or the Plan sponsor or other Plan fiduciary is responsible for selecting the custodian for the Plan's assets.

Advisor is not licensed to engage in the practice of law or accounting and, consequently, will offer no legal or accounting advice when providing the Services. If legal or accounting advice is needed, it shall be the responsibility of the Client to identify the need and to obtain appropriate services. The Services under this Agreement are provided to Client with respect to the assets in Client's plan Account only and not to any other Client assets, or the Plan or the Plan's assets as a whole.

2. COMPENSATION

Advisor and IAR will not charge a fee for these services but may receive compensation based on a contractual relationship with the Plan.

3. ADDITIONAL INFORMATION

Advisor, its affiliates, and IAR have a contractual relationship with the Plan whereby they provide advice to the Plan with regard to the investment options available to participants. For a description of the fees and services provided to the Plan by Advisor and IAR, please contact your Plan sponsor. Client understands that, if Client so chooses, Client may separately arrange to receive investment advice from another advisor that has no affiliation with and receives no fees or other compensation in connection with the investment options available under the Plan.

With respect to the extent of the investment advice provided under this Agreement, Advisor and IAR each acknowledge that it is a fiduciary with respect to that investment advice.

4. TERM AND TERMINATION

This Agreement may be terminated by Advisor or Client effective upon receipt of written notice. Client acknowledges that, upon termination of this Agreement, neither Advisor nor IAR shall have any continuing duty to provide the Services.

5. LIMITATIONS OF LIABILITY

Client understands that while recommendations as to allocations are based upon general accepted investment theories that take into account past risks and returns, there is no assurance that future investment results will be the same as in the past.

In the absence of negligence or intentional misconduct on their part, Advisor, IAR, and their employees and agents shall have no liability for any act, omission, or error in judgment made by them in the performance of the Services hereunder. It is further agreed that none of Advisor, IAR or their employees or agents shall be liable for any exemplary or consequential damages arising pursuant to this Agreement. However, nothing in this Agreement shall in any way restrict or waive any remedies

or rights of action Client would otherwise have pursuant to applicable federal and state laws and/or regulations, including ERISA.

Client acknowledges that: (i) investments fluctuate in value and the value of the investments when sold may be greater or less than the original cost; (ii) past investment performance does not guarantee any level of future investment performance; (iii) neither Advisor nor IAR warrants or guarantees any level of performance by any of the investments recommended or that any investment will be profitable over time; and (iv) Client is assuming the market risk involved in investing his/her Account assets.

7. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties with respect to the subject matter contained herein.

8. GOVERNING LAW

This Agreement shall be construed under the laws of the State of California in a manner consistent with ERISA, if applicable, the Act and the rules and regulations issued thereunder.

9. ASSIGNMENT; BINDING EFFECT

This Agreement may not be assigned or transferred in any manner; provided that Advisor may assign this Agreement upon consent of Client in accordance with the Act. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

10. NOTICE

All notices required by this Agreement shall be in writing and delivered by U.S. Mail, overnight express delivery, facsimile or email and shall be effective on the date of delivery if personally delivered by email or on the date of posting if mailed. Notices shall be delivered to the addresses of the parties as set forth in Exhibit A of this agreement or such other address as such party may designate in writing to the other.

11. RECEIPT OF DISCLOSURE DOCUMENTS

Client hereby acknowledges delivery and receipt of Form ADV Firm Brochure (Part 2A), the Brochure Supplement for the IAR (Part 2B), and Form CRS (Part 3) of Advisor providing services under this Agreement. Client hereby consents to electronic delivery of the Firm Brochure and Brochure Supplement and any amendments thereto and any privacy notices to this email address provided below. Client further acknowledges receipt of Advisor's Privacy Policy.

12. CLIENT INFORMATION

Client shall be responsible for supplying certain data to Advisor and IAR to assist in providing the Services under this Agreement. This data may include, but is not limited to: annual income, net worth, date of birth, proposed retirement date and information regarding existing investments.

Client shall timely inform IAR of any material change in Client's personal or financial circumstances that might affect the recommendations for investment of Client's Account. Advisor and IAR shall not be

responsible if unreported changes in Client information make current Account allocations inappropriate in any way or if Client fails to update his/her information.

Advisor, IAR and the Plan sponsor may share information with each other about Client and Client's retention of Advisor and IAR under this Agreement in order to provide the Services. Advisor and IAR will keep Client information confidential and will not use or disclose it to others without Client's prior consent except as described in Advisor's Privacy Policy.

13. ARBITRATION

Client and Advisor agree that if any dispute arises between them, they will first attempt to settle the dispute through negotiations directly with one another. If they are unable to settle the dispute within 30 days after the party initiating the negotiations has first contacted the other party, then they agree that they will next try in good faith to settle the dispute by mediation administered by JAMS under its Mediation Rules before resorting to arbitration. The parties will seek in good faith to agree upon the selection of a neutral mediator and only if they are unable to so agree, shall the selection be made by JAMS.

If the parties are unable to reach a settlement through mediation, then the parties agree that the dispute shall be settled by arbitration before a single arbitrator in Marin County, California, accordance with the provisions of California Code of Civil Procedure Section 1280 et seq. and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such arbitration shall utilize as controlling the substantive law of the State of California.

If it is necessary in order to resolve the dispute to join a third-party with whom either of the parties has an arbitration agreement, either party may elect to arbitrate in accordance with that agreement if the effect will be to join the parties and the third-party in the effect will be to join the parties and the third-party in the same arbitration before the same arbitrator(s).

The prevailing party in any arbitration or litigation between the parties shall be entitled, in addition to such other relief as may be granted, to reasonable attorney's fees, expert witness expenses, and other costs.

*****This Agreement contains a pre-dispute arbitration clause located in Item 13 above.***

Client Signature	Date	IAR Signature	Date
Print Client Name		Print IAR Name	
Client Signature	Date	IAR Signature	Date
Print Joint Client Name		Print IAR Name	
Client Signature	Date	GRP Acceptance	
Print Additional Client Name			

EXHIBIT A - CLIENT PROFILE			
Name (first, middle, last)			
Street Address (Not a P.O. Box)			
City, State, Zip			Country of Citizenship
Mailing Address (if different than above)			
City, State, Zip			
Home Phone		Business Phone	
Email Address			
Date of Birth (mm/dd/yyyy)		SS# or Tax ID#	
Government Issued ID#		State or Country of Issuance	
Employment Status		Occupation	
Employer			
Are you, your spouse, domestic partner, or other immediate family member employed by FINRA, a securities exchange, a broker/dealer or municipal securities dealer? Yes ☐ No ☐		Are you or any member of your immediate family an officer, director, or owner of 10% or more of any publically traded company? Yes ☐ No ☐	
Current Value of Assets in Participant Managed Account: \$ _____			
Tax Bracket: _____ %		Marital Status:	
Annual Income	Net Worth	Liquid Net Worth	Investment Objective
☐ \$0 - \$25,000	☐ \$0 - \$25,000	☐ 0 - \$25,000	☐ Income with Capital Preservation
☐ \$25,001 - \$49,999	☐ \$25,001 - \$49,999	☐ \$25,001 - \$49,999	☐ Income with Moderate Growth
☐ \$50,000 - \$99,999	☐ \$50,000 - \$99,999	☐ \$50,000 - \$99,999	☐ Growth with Income
☐ \$100,000 - \$249,999	☐ \$100,000 - \$249,999	☐ \$100,000 - \$249,999	☐ Growth
☐ \$250,000 - \$499,999	☐ \$250,000 - \$499,999	☐ \$250,000 - \$499,999	☐ Aggressive Growth
☐ \$500,000 - \$749,999	☐ \$500,000 - \$749,999	☐ \$500,000 - \$749,999	
☐ \$750,000 - \$999,999	☐ \$750,000 - \$999,999	☐ \$750,000 - \$999,999	
☐ \$1,000,000 +	☐ \$1,000,000 +	☐ \$1,000,000 +	
Investment Experience (in years):		Anticipated Retirement Age:	
Risk Tolerance	Liquidity Needs		
☐ Low	Do you have liquidity needs from the funds in this account? Yes ☐ No ☐		
☐ Low – Moderate	If yes, when do you need these funds?		
☐ Moderate	☐ 0-3 years ☐ 3+ years Approximate dollar amount \$ _____		
☐ Moderate – High			
☐ High			