

INVESTMENT ADVISORY AGREEMENT

(Non-ERISA SIMPLE IRA Plan)



THIS ADVISORY AGREEMENT is made on the Effective Date identified below by and between Global Retirement Partners, LLC ("Advisor") and the entity shown on Appendix A attached hereto ("Client"), with reference to the following:

The Client named in Appendix A sponsors and maintains a SIMPLE individual retirement account program ("IRA"). The type of IRA is specified in Appendix A.

Advisor is a registered investment adviser under the Investment Advisers Act of 1940, as amended (the "Advisers Act"), and is willing to render advisory and other services under the terms and conditions of this Agreement through its advisory representatives ("Advisory Representatives"). The Advisory Representative is named in Appendix A.

In connection with and in discharge of its duties with respect to the IRA, Client desires to engage the services of Advisor and the Advisory Representative for the purposes specifically set forth below.

NOW, THEREFORE, in consideration of the following mutual promises and covenants, Client and Advisor agree as follows:

1. Appointment of Advisor: Client hereby engages Advisor and the Advisory Representative to provide the investment advisory and other services described by this Agreement.

2. Services

Advisor (through the Advisory Representative) shall provide the following advisory and other services ***[Client may amend the scope of services by marking out and initialing services that are not required]:***

Simple IRA Conversion. Advisor will assist the Client in the conversion of investment platform services. Notwithstanding the foregoing, Advisor shall act in a solely advisory, non-fiduciary capacity and Client is responsible for the selection of the new service provider and other IRA service vendors, and for determining whether their compensation is reasonable.

Employee Education Services: In connection with the Simple IRA conversion, the Advisor (through the Advisory Representative) shall provide investment education (but not advice) to the Client's employees as agreed from time to time, including in-person group sessions and printed education materials (which may include posters, payroll stuffers, and emails).

Additional Services. Advisor will provide additional services (if any) as specified by Appendix A.

3. Term

The term of this Agreement shall commence on the Effective Date set forth below, and shall continue until terminated by either party on not less than thirty (30) days written notice to the other party. Any such additional fee shall be paid concurrently with the notice of termination if given by Client and within five (5) business days following the notice of termination by Advisor. The termination of this Agreement

shall not affect provisions of this Agreement relating to the arbitration of disputes, the validity of any action taken before termination, or liabilities for actions taken prior to termination.

4. Compensation

Advisor shall be paid for services by the party and in the manner selected in Appendix A, payable on the first business day of the Agreement.

Advisor will not charge a termination fee for early termination of this Agreement, but certain fees or adjustments may apply upon the sale or other termination of investments made by the IRA. Please review the prospectus or other offering documents that apply to the investments made by your IRA.

Client agrees and acknowledges that it has received a copy of this Agreement and Appendix A for review reasonably in advance of entering this Agreement. This Agreement together with Appendix A describes the services to be provided by Advisor and Advisor's compensation for services under this Agreement.

5. Acknowledgements, Representations, Warranties and Disclosures of Client

- (a) Client acknowledges that (i) it has selected the investment(s) and investment manager(s) to be held by or offered under the IRA, and (ii) Advisor is acting in an advisory capacity only and has no fiduciary duty with respect to or discretion over the investments held by or offered under the IRA.
- (b) Client acknowledges that employees with IRAs are solely responsible for the voting of proxies and exercise of other shareholder rights with respect to securities held by the IRA and Advisor does not provide any advice with respect to such matters.
- (c) Client has been advised by Advisor that investments fluctuate in value and the value of the investments when sold may be greater or lesser than the original cost. Client acknowledges that (i) Advisor does not warrant or guarantee any level of performance by any of the investments or that any investment will be profitable over time, (ii) the IRA and employees are assuming the market risk involved in the investment of IRA assets, and (iii) past investment performance does not necessarily guarantee any level of future investment performance.
- (d) Client represents and warrants that Client has the power and authority to enter into and perform this Agreement, and there are no authorizations, permits, certifications, licenses, filings, registrations, approvals or consents that must be obtained by it from any third party, including any governmental authority, in connection with this Agreement. Client represents and warrants that it has the authority to select the IRA's other service providers and its investments, and Client has responsibility to determine whether the IRA's service arrangements including compensation paid by the IRA is reasonable.
- (e) Client acknowledges that the IRA will pay fees and expenses in connection with investment transactions, which will be in addition to the Advisor's fees. If the IRA invests in mutual funds, the fee table that is located in the summary section at the front of each mutual fund prospectus describes fees and expenses paid from a mutual fund's assets, including its total annual operating expenses. If the IRA purchases a variable annuity contract or other insurance product, ("insurance product") the total annual operating expense of each variable investment option provided under an insurance product, and all other charges, fees, or penalties that may be imposed in connection with

the purchase, holding, exchange or termination of the insurance product are described in disclosure materials provided by the insurance company issuer for your review. If requested and if applicable, the Advisory Representative may provide copies of mutual fund prospectuses and insurance company disclosure materials to Client before Client selects a mutual fund or insurance product, and will obtain and provide additional copies at the Client's request.

- (f) Client represents and warrants that this Agreement has been duly authorized and executed and constitutes the legal, valid and binding Agreement of Client and IRA, enforceable in accordance with its terms.
- (g) Client acknowledges and agrees that Client is required to provide Advisor with current statements of investment holdings and other such information as Advisor may reasonably require to perform services under this Agreement. Client agrees to coordinate as needed with the IRA's other service providers (e.g., trustee or custodian, recordkeeper and/or investment provider) to provide (or provide Advisor access or authorization to access) such statements and other information to Advisor. Client agrees that Advisor may rely on all financial and other information provided or to be provided to Advisor by Client or any of the IRA's other service providers to enable Advisor to perform services under this Agreement as true, correct and complete in all material respects. Client further acknowledges that Advisor performance of services including without limitation the delivery of reports to Client depends upon Advisor's timely receipt of all required information. Advisor is not responsible for verifying the accuracy of the financial and other information provided by Client or any other of the IRA's service providers. Client agrees to promptly notify Advisor in writing of any material change in the financial and other information provided to Advisor and to promptly provide any such additional information as may be requested by Advisor. Further, Client represents and warrants that the information provided on Appendix A with respect to the Client and IRA is accurate and correct. Client shall notify Advisor immediately of any change to Client and IRA information provided on Appendix A.
- (h) Client acknowledges that Advisor shall not, and cannot, provide legal, accounting or tax advice to Client or the IRA. Client is responsible to maintain the IRA in compliance with applicable qualification requirements of the Internal Revenue Code, and Advisor shall have no responsibility for such matters.
- (i) Client acknowledges that Client is solely responsible for the administration of the IRA. Advisor does not have any responsibility for the determining or timely transmittal of IRA matching contributions.
- (j) Receipt of Disclosure Statement: Client acknowledges receipt of Advisor Brochure (Parts 2A and 2B of Form ADV) prior to or contemporaneously with the execution of this agreement and understands that this agreement may be terminated without penalty within five (5) business days after entering into this Agreement.

6. Representations, Warranties and Disclosures of Advisor

- (a) Advisor represents and warrants that (i) Advisor is registered as an investment adviser under the Advisers Act and shall maintain such registration through the term of this Agreement, and (ii) all personnel assigned by Advisor to render services hereunder shall be appropriately licensed as required by law.

- (b) Advisor represents and warrants that Advisor has the power and authority to enter into and perform this Agreement, and there are no authorizations, permits, certifications, licenses, filings, registrations, approvals or consents which must be obtained by it from any third party, including any governmental authority, in connection with this Agreement.
- (c) Advisor represents and warrants that this Agreement has been duly authorized and executed and constitutes the legal, valid and binding Agreement of Advisor, enforceable in accordance with its terms.

7. Standard of Care; Limits on Liability

- (a) Client agrees that the only responsibilities of Advisor hereunder are to render the services described by this Agreement, and Advisor shall have no other responsibility with respect to Client or the IRA. Neither Advisor nor any "person associated with" Advisor, as such term is defined in Section 202(a)(17) of the Advisers Act, shall have the authority to take custody or possession of any assets of the IRA.
- (b) Advisor will not be subject to any claim arising from any act or failure to act of, or any employee, or any other service provider to the IRA, or any failure of Client or employees or any other service provider to the IRA, to comply with any of its obligations relating to the IRA. Advisor shall not be liable for any action taken, suffered or omitted by it or for any error in judgment made by it in the performance of its duties hereunder, in the absence of gross negligence, intentional misconduct or material breach of Agreement on the part of Advisor.
- (c) Client shall indemnify Advisor, and each of its current or future subsidiaries or affiliates, and their shareholders, directors, officers, employees, agents or other representatives, and hold each of them harmless from and against any and all claims, losses, expenses, liabilities, demands, obligations, costs, attorneys' fees or damages of every kind and character without limitation arising out of or connected with (i) any breach of Client's acknowledgements, representations and warranties under Section 5 or other failure to comply with its obligations under this Agreement, and (ii) any action taken or failed to be taken by Client (or any of their employees or agents), or any other service provider to the IRA, in connection with the operation or administration of the IRA (including without limitation, the selection or retention of investments, investment managers or investment providers) in the absence of Advisor gross negligence, intentional misconduct or material breach of this Agreement.
- (d) The provisions of this Section 7 shall survive termination of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall operate as a waiver or limitation of the IRA's rights under federal or state securities laws.

8. Non-Exclusive Services; Relationship of Parties

Client understands that Advisor and its affiliates and agents, including its Advisory Representatives, perform, among other things, brokerage and investment advisory services for other clients, including other plans. Client recognizes that Advisor or any of its affiliates or agents including its Advisory Representatives may give advice and take action in the performance of its duties for such other clients (including those who may have similar retirement plan arrangements as the IRA) which may differ from advice given, or in the timing and nature of action taken, with respect to Client and the IRA. Nothing in

this Agreement shall be deemed to impose on Advisor, or any of its affiliates or agents including its Advisory Representatives, any obligation to advise Client with respect to the IRA in the same manner as Advisor (or any of its affiliates or agents including its Advisory Representatives) may advise any other clients. Client also acknowledges that Advisor (and its affiliates and agents including its Advisory Representatives) may, by reason of its other activities as described above from time to time acquire confidential information. Client acknowledges and agrees that Advisor (and its affiliates and agents including its Advisory Representatives) are not permitted to divulge to Client or any other party, or to act upon, any such confidential information in providing services under this Agreement.

Client acknowledges that certain Advisory Representatives of Advisor may engage in outside business activities that are not supervised by the Advisor such as (without limitation) providing consulting, administration, recordkeeping or similar services with respect to retirement plans. Client acknowledges and agrees that Advisor (i) does not endorse or recommend any Advisory Representative to provide services to Client or the IRA that are not within the scope of and subject to this Agreement, and (ii) is not responsible for and does not supervise any Advisory Representative with respect to any such outside business activities. If Client engages the Advisory Representative to provide services other than the services described by this Agreement and Appendix A, Advisor shall not supervise such services and shall have no responsibility for the Advisory Representative's provision of such services.

9. Expenses

Advisor shall be entitled to reimbursement of any reasonable and necessary expenses incurred by it at the request of Client in the performance of its duties hereunder promptly upon presentation of invoices. In the event of any litigation involving the IRA, Client shall reimburse Advisor for all costs of providing records, preparing reports and preparing for and providing testimony in such litigation, including the reasonable compensation of its employees in performing such functions, whether or not Advisor is a party to such action. This provision shall survive termination of this Agreement.

10. General Provisions

- (a) **Entire Agreement.** This Agreement constitutes the entire agreement between Client and Advisor with respect to the matters set forth herein, and each party acknowledges and agrees that no representations, warranties, inducements, promises or agreements other than those set forth herein have been made by any party to the other. In addition, this Agreement shall supersede all previous Agreements between the Client and Advisor with respect to matters herein.
- (b) **Amendments.** Advisor may propose to amend this Agreement by written notice to Client, and Client will be deemed to agree and the amendment will be effective, unless Client objects in writing within thirty (30) days of receipt of such notice. No other modifications, amendments or attempted waiver of any provisions of this Agreement shall be valid unless in writing and signed by both parties hereto.
- (c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, except to the extent federal law preempts state law.
- (d) **Nonassignability; Binding Effect.** Neither party to this Agreement may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other, but this

Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

- (e) **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 or delivered by email or on the date of posting if mailed. Notices shall be delivered to the following addresses:

If to Client: Address as indicated in Appendix A

If to Advisor: Global Retirement Partners, LLC
Attn.: Compliance Officer
4340 Redwood Highway, Suite B60
San Rafael, CA 94903
(415) 526-2750 phone
(415) 492-1229 facsimile

A copy of any notice to the Advisor shall also be sent to the Advisory Representative at the address on Appendix A.

- (f) **Advice of Counsel.** Each party represents and warrants that in executing this Agreement it has had the opportunity to obtain independent accounting, financial, investment, legal, tax and other appropriate advice; that the terms of the Agreement have been carefully read by such party and its consequences explained to such party by his or their independent advisors, and that such party fully understands the terms and consequences of this Agreement. Each party further represents and warrants that, in executing this Agreement, it has not relied on any inducements, promises or representations made by the other party (except those expressly set forth herein) or the accountants, attorneys or other agents representing or serving the other party. Each party represents and warrants that its execution of this Agreement is free and voluntary.
- (g) **Interpretation.** This Agreement shall be construed in accordance with its fair meaning as if prepared by all parties hereto, and shall not be interpreted against either party on the basis that it was prepared by one party or the other. The captions, headings, and subheadings used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions thereof. Words used herein in the masculine gender shall include the neuter and feminine gender, words used herein in the neuter gender shall include the masculine and feminine, words used herein in the singular shall include the plural, and words used in the plural shall include the singular, wherever the context so reasonably requires.
- (h) **Arbitration.** In the event of a dispute arising from or relating to this Agreement or a breach thereof, the parties agree to try in good faith to resolve the dispute through direct discussions. If such direct discussions do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures, the New York Stock Exchange, Inc., or Financial Industry Regulatory Authority (FINRA), as Advisor may designate before resorting to arbitration. If they are unable to resolve the dispute through mediation, within sixty (60) days from the date notice is first given by one party to the other as to the existence of such a dispute, they agree to submit to resolution by arbitration before a panel of independent arbitrators and administered by the American Arbitration Association in

accordance with its Commercial Arbitration Rules, the New York Stock Exchange, Inc., or Financial Industry Regulatory Authority (FINRA), as Advisor may designate. Such arbitration shall be binding and final, the judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. This provision survives termination of this Agreement.



The Parties have caused this Agreement to be signed by their duly authorized representatives as of [] (the "Effective Date").

Authorized Signer for Plan Sponsor	Investment Advisor Representative
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
DBA: _____	DBA: _____
Address: _____	Address: _____
City, ST Zip: _____	City, ST Zip: _____
Email: _____	Email: _____
Date: _____	Date: _____

Authorized Signer for Plan Sponsor (Complete only if second signature required)	Investment Advisor Representative
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
DBA: _____	DBA: _____
Address: _____	Address: _____
City, ST Zip: _____	City, ST Zip: _____
Email: _____	Email: _____
Date: _____	Date: _____

Authorized Signer for Plan Sponsor (Complete only if third signature required)	RIA Acceptance
Signature: _____	
Print Name: _____	
DBA: _____	
Address: _____	
City, ST Zip: _____	
Email: _____	
Date: _____	



APPENDIX A

Plan Name (Client): _____

Sponsor Name: _____

Sponsor Address:
(Include Phone and Email): _____

Plan Tax ID: _____

Authorized Signer(s): _____

Additional Services (describe, if any): _____

Vendor/Provider Name: _____

Advisor Compensation: \$ _____ OR _____ Basis Points

Bill To: Client

Advisory Representative(s): _____

Advisory Representative Address
(Include Phone and Email) _____

