



## RETAIL INVESTMENT ADVISORY AGREEMENT

(For GWP Accounts Custodied with LPL Financial)

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This Investment Advisory Agreement ("Agreement"), entered into on \_\_\_\_\_ (date), by and between the undersigned party, \_\_\_\_\_ ("Client" or "Clients"), and Global Retirement Partners, LLC ("Advisor") and the Investment Advisor Representative ("IAR") identified in this agreement, hereby appoints Advisor to assist the Client with the investment and reinvestment of the cash and securities in the Account(s) identified below.

| Account Registration | Account Number |
|----------------------|----------------|
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|                      |                |
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The Client hereby appoints the Advisor and Advisor Representative to perform the services subject to the terms and conditions of this agreement.

### 1. Authority; Services

Advisor has assisted Client in determining the suitability of the Guided Wealth Portfolio (GWP) program, will review and advise Client regarding the performance of the asset manager whenever requested by Client, and will meet with Client at least annually to review the program and its continued suitability.

Client acknowledges that Advisor has discussed with Client the asset allocation strategy that will guide the Account(s), advised Client regarding the strategy and the program. Client acknowledges that there are risks in adopting that strategy relative to the risks of more conservative strategies. Client understands that recommendations as to investment allocations are based upon generally accepted investment theories that take into account past risks and returns. There is no assurance, however, that future investment returns will be the same as in the past.

### 2. Custody and Execution of Trades

Advisor shall not take or have possession of the assets of the Account(s) and the sole responsibility for safekeeping the assets shall rest upon LPL Financial (LPL), the Custodian. All orders for the purchase and sale of securities for the Account(s) shall be placed through LPL. Client acknowledges that sales and purchase orders of securities held in the Account(s) may be similar to orders being made simultaneously for other client accounts managed by Advisor.

### **3. Reports to Client**

LPL will send periodic statements (at least quarterly) reflecting all activity in the account. Advisor does not assume responsibility for the accuracy of information furnished to Client by any other party. Client agrees to read the confirmations, statements and reports, and to notify Advisor immediately if Client questions any transaction in the Accounts or any item appearing on a statement or report.

### **4. Voting of Portfolio Securities**

As a matter of firm policy, we do not vote on behalf of clients. Clients shall receive their proxies and other solicitations directly from their custodian or transfer agent and retain sole responsibility for voting. However, IAR may provide consulting assistance regarding proxy if such assistance is sought by Client.

### **5. Confidential Relationship**

All information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except as necessary in order to provide services under this Agreement or as required by law. Advisor will not provide Client information to third-parties except as required by regulation or Law. Client acknowledges receipt of Advisor's privacy policy, included in Advisor's Disclosure Statement (ADV Part 2A).

### **6. Non-Exclusive Contract**

Advisor, its officers, employees, and agents, may have or take the same or similar positions in specific investments for their own account(s), or for the accounts of other clients, as Advisor does for the Assets of Client. Client expressly acknowledges and understands that Advisor shall be free to render investment services to others and that Advisor does not make its investment services available exclusively to Client. Nothing in this Agreement shall impose upon Advisor any obligation to purchase or sell, or to recommend for purchase or sale, for or on behalf of Client any security which Advisor, its principals, affiliates or employees, may purchase or sell for their own benefit or for the benefit of any other client, if in the reasonable opinion of Advisor such investment would be unsuitable for the Client or if Advisor determines in the best interest of the Client it would be impractical or undesirable.

### **7. Agreement Not Assignable**

No assignment (as that term is defined in the Investment Advisors Act of 1940) of this agreement may be made by Advisor without written consent of Client.

### **8. Termination**

This agreement may be terminated without penalty at any time upon 10 days written notice by either party; provided, however, that all rights and obligations under Sections 5, 12, 13, 14 and 15 shall survive such termination. The death or incompetency of Client will automatically terminate this agreement provided that Advisor shall not be liable for continuing to provide services under this Agreement so long as it has not been informed of the death or incompetency of Client. Client's executor, guardian, attorney-in-fact or other authorized successor may continue the Agreement on the same terms by giving prompt

written notice to Advisor. Advisor will have no obligation to continue to providing services and shall have no liability for any losses in the Account(s), until it receives such notice. The Custodian may not permit any further transactions in the Account(s) until such time as documentation is provided to establish the authorized person(s) who may act as a successor to or on behalf of Client.

## **9. Client Representations and Duties**

The Client identified in this Agreement has an advisory account at LPL, a registered Broker-Dealer. Client consents to Advisor's access and use of the information that Client provides to LPL and agrees that Advisor may rely on that information in providing advisory services under this Agreement.

The Client represents that the information provided to Advisor through applicable LPL paperwork as it pertains to Client's objectives, needs and goals has been carefully reviewed. The Client acknowledges that Advisor cannot adequately perform its services for the Client unless the Client diligently performs his/her responsibilities under this Agreement. Advisor is expressly authorized to rely on and act upon any information obtained from the Client, Client's attorney, accountant or other professionals, in connection with the terms of this Agreement.

Client agrees to promptly notify Advisor if any of the information, including information regarding Client's assets and income, become materially inaccurate or if Client's investment objectives or risk tolerance change. Client also agrees to provide Advisor with such additional information as it may request from time to time to assist in providing services under this Agreement.

Client will review reports provided to determine whether there is any transaction or investment strategy that Client does not understand or questions whether it is inconsistent with Client's objectives or risk tolerance. Client shall notify Advisor within 30 days of Client's receipt of a report of any questions or concerns Client may have about any investment or transaction in the Account(s), or if Client believes that any position or transaction is inconsistent with his/her objectives or risk tolerance.

## **10. Client Authority**

Client represents that Client has the authority and capacity to enter into this Agreement. If Client is an entity or trust, Client represents that the trust agreement or entity agreements permit the undersigned acting for Client to enter into this Agreement. If it is a trust, Client certifies that the representations and warranties in LPL's Certification of Trust form are true and complete.

If this Agreement is with more than one person (for example, husband and wife, domestic partners, parent and child), Advisor will make recommendations based upon the objectives as communicated to Advisor by either of those persons. Advisor may rely upon information and instructions from either party and may report to either party unless and until the authority to rely upon the information and act upon the instructions of either party and to report to either party is revoked by either party in writing. Advisor may in its sole discretion refuse to rely upon information or instructions from only one of the parties until all interested persons have agreed that it may rely on such information and instructions. It may refuse to report to a person who has no interest of record in an Account unless and until it has been approved by others with an interest in the Accounts. Advisor will not be responsible for any claim, loss, or damage resulting from its good faith reliance on the authority given to it to act on the instructions of either party and to report to either party or resulting from any change in the status of the relationship between the parties.

Client shall indemnify Advisor and its officers and affiliates and hold them harmless from any claim, loss, liability, expense or damage, including any attorney fees or costs, that arises out of or in connection with any dispute between or among persons who are Clients or disputes or complaints between or among Clients and persons claiming to have an interest in the Accounts as a creditor, successor, heir, assignee or any other capacity. If more than one Client is party to this agreement, their liability to indemnify shall be joint and several. Liability for indemnification shall only be limited to the extent required by law.

## **11. Communications**

All notices to the Client shall be sent either by first class mail, postage pre-paid, to the address shown below or to Client's email address provided to Advisor by Client. Notices will not be provided by email if Advisor is notified that an address has been disabled or that the Client prefers notices by mail.

Client agrees that Advisor may deliver annual notices of amendments to Form ADV and its Parts, and annual reminders that the Form ADV are available to deliver to the Client, by email at the address provided by the Client. Client further agrees that annual Privacy Notices may be delivered in the same manner.

Client agrees to send any written notices required by this agreement to Advisor either by first class mail or to its email address with a request to receive notice of receipt.

Notices shall be deemed given when received at the addresses specified in writing by the party to receive such notices.

## **12. Fees**

Client will pay Advisor an annual fee in the amount indicated in the Fee Schedule in the new account application(s) with the Custodian, based on the fair market value of assets in the Account as of the last business day of each quarter. LPL will deduct Advisor's fee quarterly in advance; however, for the initial fee deduction, LPL will deduct the Advisor's fee at the beginning of the quarter following the establishment of the Account and will include a prorated fee for the initial quarter in addition to the quarterly Advisor fee for the upcoming quarter.

Client agrees to review quarterly statements to verify that fees have been correctly calculated. At termination, fees for the quarter will be prorated to the date of termination and any excess fees will be returned to Client.

Client may also incur investment advisory fees and expenses charged by mutual fund and exchange traded funds at the fund level (e.g. management fees and other fund expenses). These will be disclosed in the summary and statutory prospectuses and statements of additional information of the mutual funds which will be delivered or made available to the Client on-line or, if requested by the Client, in paper form.

Trading charges for transactions in Client Accounts are paid to LPL, the Custodian, and will be outlined in Custodian's agreements and disclosure documents. There may also be other account maintenance or administrative fees assessed by the Custodian from time to time, which, if any, will be charged to Client's Account(s).

### **13. Services of Third-Parties**

Advisor will not be responsible for acts or omissions of LPL, the Custodian, which effects transactions in the Account(s), or of any other third-party including any trading errors or delays in the transfer of assets to or from a Custodian or between accounts or any losses resulting from Client's decision to transfer in cash or in kind. Advisor may monitor the transfer of assets to or from accounts but will not be obligated to do so. Advisor does not provide tax or legal advice. Client agrees to obtain such advice from others.

### **14. Scope of Responsibility**

Advisor's sole responsibility will be to use due care to monitor the Account(s) identified in this Agreement in accordance with the objectives and risk tolerance set forth in the account application(s) with the Custodian. Advisor does not warrant or guarantee any particular level of account performance, or that the account will be profitable over time. Client acknowledges that investing in the stock and bond markets involve risk including market risk that cannot be controlled and may not be foreseen. Client agrees Advisor, its officers, directors and employees will not be liable for any act or omission provided Advisor acted with due care and in good faith unless Advisor shall be finally adjudged to have been guilty of willful misconduct or gross negligence.

In performing its duties hereunder for employee benefit plans subject to ERISA, Advisor will comply with the requirements of a fiduciary under ERISA. Under ERISA, the standard of care imposed with respect to plan assets is to act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent investor acting in a like capacity would use.

To manage any conflicts of interest that may arise, Advisor has adopted a Code of Ethics policy which serves to establish a standard of business conduct. Advisor's Code of Ethics is available and will be provided at Client's request.

The Federal securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which Client may have under any Federal securities laws.

### **15. 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, in 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. The arbitrators shall apply the substantive law of the State of California in the construction, enforcement and interpretation of this agreement.

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 same arbitration before the same arbitrator(s).

Should any arbitration or litigation be commenced by any party hereto concerning any provision of this Agreement or the rights and duties of any party hereto, then the prevailing party in such arbitration or litigation shall be entitled, in addition to such other relief as may be granted, to reasonable attorney fees, expert witness expenses, and other costs.

**16. Disclosure Statement**

Client acknowledges receipt of Advisor's, and Investment Advisor Representative's Disclosure Statement (ADV Part 2A, 2B and Form CRS), as required by Rule 204-3 under the Investment Advisors Act of 1940. If received less than 48 hours prior to the date of execution of the agreement shown below Client shall have the option to terminate this agreement without penalty within five business days after that date of execution; provided, however, that any investment action taken by Custodian with respect to the Account(s) prior to the effective date of such termination shall be at Client's risk.

**17. Interpretation of Agreement.**

This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the parties and this Agreement.

**18. Entire Agreement; Governing Law**

This agreement constitutes the entire agreement of the parties with respect to Advisor providing services to Client and can be amended only by written document signed by the parties. Each of the provisions of this agreement is severable, and the validity or inapplicability of one or more provisions, in whole or in part, shall not affect any other provision. This Agreement shall be governed by the laws of the State of California. This Agreement supersedes and replaces, in its entirety, all previous investment advisor agreement(s) between the parties.

**19. Advisor Representative**

Unless Client is otherwise notified, the primary investment advisor representative to Client with respect to the Account(s) shall be the representative signing this Agreement as GRP Investment Advisor Representative.

***\*\*This Agreement contains a pre-dispute arbitration clause located in Item 15 above.***

**Client / Owner**

Client Signature: \_\_\_\_\_  
Print Client Name: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

Client Signature: \_\_\_\_\_  
Print Client Name: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

Client Signature: \_\_\_\_\_  
Print Client Name: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**Investment Advisor Representative**

IAR Signature: \_\_\_\_\_  
Print IAR Name: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

IAR Signature: \_\_\_\_\_  
Print IAR Name: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**Global Retirement Partners, LLC – RIA Acceptance**

Authorized Signer for GRP:  
Print Name:  
Date Signed: