

Amendment - Services



Amendment Effective Date: _____

Name of Plan		
Name of New Recordkeeper/Platform Provider (if app)	Plan ID No.	Employer Tax ID
DBA Name	Advisor Representative(s)	

This Amendment - Services relates to the agreement dated _____ by and between Global Retirement Partners, LLC (“Advisor”) and (“Client”) (“Agreement”), and hereby amends the Agreement and, if applicable, any previous amendments to the Agreement as set forth herein. Advisor and Client shall be individually referred to as a “Party” or collectively, as the “Parties.” This Amendment shall be effective as of the Effective Date upon an authorized designated employee of Advisor signing the Agreement. Capitalized terms not defined herein shall have the meanings given to them in the Agreement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Parties agree to the following Summary of Services section, and such selections delete and replace any previous selections and information in their entirety.

Summary of Services

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

Fiduciary Services	Non-Fiduciary Consulting Services
3(21) Investment Advice Capacity <i>(check all that apply)</i> Investment Selection and Monitoring of DIAs ² Qualified Default Investment Alternatives Third-Party Advisors and/or Managers Model Portfolios	Service Provider Liaison Plan Governance and Education Participant Enrollment Participant Education Financial Wellness Services ¹ Plan Search Support/Vendor Analysis Benchmarking Services Assistance Identifying Plan Fees Plan Assessment and Consulting
3(38) Investment Manager Capacity <i>(check all that apply)</i> Discretionary Investment Selection, Management and Monitoring of DIAs Qualified Default Investment Alternatives Third-Party Advisors and/or Managers Model Portfolios Investment Policy Statement Non-Discretionary Participant Advice	

2. Exhibit B to the Agreement is deleted in its entirety and replaced by a new Exhibit B attached hereto.
3. Except as amended by this Amendment, all other terms and conditions of the Agreement and, if applicable, any previous amendments shall remain in full force and effect, without modification or waiver.

¹ Separate fees may apply.

- 4. Client represents that the individual signing on behalf of the Client has been duly appointed by corporate action to sign this Amendment on behalf of the Client, and no other signatories are required.
- 5. This Amendment will be governed and construed in accordance with the laws as set forth in the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed and delivered by their duly authorized officers, all effective as of the Amendment 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 Amendment. Advisor Representative only confirms the Services and is not considered a party to this Amendment or the Agreement.

By: _____
Name: _____
Date: _____

Fiduciary Services

3(21) Investment Advice. When Client selects this option, Advisor shall provide advice to Client within the meaning of Section 3(21) of ERISA regarding the Plan. Client shall retain full authority or control over assets of the Plan and is responsible for all decisions regarding advice provided by Advisor, including, but not limited to, decisions relating to implementation and/or any recommendations made by Advisor or Advisor Representatives. Advisor and Advisor Representative shall not be responsible or liable for Client's execution or nonexecution of their recommendations. Advisor shall participate in periodic meetings (in person or virtual) as needed or as reasonably requested by Client to (i) review and discuss the Plan investment structure; (ii) discuss Plan investment performance; (iii) discuss any Plan investment changes; and/or, (iv) discuss any other topics relating to the Plan investments.

3(38) Investment Manager. When Client selects this option, Advisor shall serve as an "investment manager" to the Plan within the meaning of Section 3(38) of ERISA. Advisor shall participate in periodic meetings (in person or virtual) as needed or as reasonably requested by Client to (i) review and discuss the Plan investment structure; (ii) discuss Plan investment performance; (iii) discuss any Plan investment changes; and/or (iv) discuss any other topics relating to the Plan investments.

3(21) Investment Selection and Monitoring of DIAs. Based on the Plan's IPS or other guidelines established by the Plan, Advisor will review the investment options available to the Plan and will make recommendations to assist the Client to select the DIAs to be offered to Plan participants, or, in case of a trustee-directed plan, investments to be held by the Plan. Once the Client selects the investments, Advisor will, on a periodic basis and/or upon reasonable request, provide reports, information, and recommendations to assist the Client to monitor the investments. If the IPS criteria requires an investment to be removed, Advisor will provide information, analysis, and recommendations to the Client to help evaluate replacing the investment with another.

3(38) Discretionary Investment Selection, Management and Monitoring of DIAs. Advisor shall perform with full discretionary authority, subject to the Plan's IPS or other guidelines established by the Plan, to select, monitor and replace the Plan's DIAs for Plan participants, or, in case of a trustee-directed plan, investments to be held by the Plan. Advisor will, on a periodic basis and/or upon reasonable request, provide reports, information, and recommendations to assist the Client to monitor Advisor's management of the Plan's investments. When necessary, Client shall execute a letter of direction, or other appropriate instruments, to the Plan's Service Providers or other third parties to evidence or otherwise grant Advisor the requisite authority to act on behalf of the Plan and Client.

Qualified Default Investment Alternatives ("QDIA"). Advisor and Client shall discuss the form of the QDIA (e.g., target date funds, asset allocation funds, model portfolios, managed accounts) for participants that do not direct the investment of

their accounts. Once the form is decided by the Client, Advisor shall be responsible for the Plan's QDIA in its capacity of a 3(21) investment advisor or 3(38) investment manager as selected and described in the Agreement and based on the IPS or other investment guidelines established by the Plan. If the QDIA is a model or set of models, they will be made up of the underlying DIAs made available to Plan participants. Client retains sole responsibility to provide all notices to participants as required under ERISA.

Third-Party Advisors and/or Managers. Based on the IPS or other investment guidelines established by the Plan, Advisor shall review third-party investment managers and/or third-party advisors available to the Plan to manage some or all of the Plan's investments and/or prepare model portfolios. Once Advisor selects a third-party manager and/or investment manager to manage or advise some or all of the Plan's investments, Advisor shall complete its responsibilities in the capacity of a 3(21) investment advisor or 3(38) investment manager as selected and described in this Agreement.

Model Portfolios. If Advisor serves as a 3(38) investment manager, it will construct discretionary Model Portfolios and will diversify, reallocate, and rebalance the Model Portfolios and associated risk levels over time in accordance with generally accepted investment theories and in compliance with the Plan's IPS. If Advisor serves as a 3(21) investment advisor, it will recommend, for consideration and approval by Client, (i) asset allocation or target date or risk-based model portfolios for the Plan to make available to Plan participants and (ii) funds from the lineup of investment options chosen by the Client to include in such Model Portfolios.

Investment Policy Statement ("IPS"). Advisor shall provide suggestions to Client to complete an IPS, but Client ultimately is responsible for preparing and adopting the IPS. Advisor will review with the plan fiduciary the investment objectives, risk tolerance and goals of the Plan. If the Plan does not have an IPS, Advisor will suggest investment policies and guidelines to assist the plan fiduciary to establish an appropriate IPS. If the Plan has an existing IPS, Advisor will review it for consistency with the Plan's objectives. If the IPS does not represent the objectives of the Plan, Advisor will suggest revisions that will establish investment policies that are consistent with the Plan's objectives. Advisor will periodically review the IPS and suggest revisions to the Client as Advisor deems necessary.

Non-Discretionary Participant-Level Advice. Advisor will, periodically and upon reasonable request, meet with a Plan participant and collect information (directly from the participant and/or Client or its designee) necessary to complete a participant profile and identify the participant's individual investment objectives, risk tolerance, and time horizon. Based on each participant's profile, Advisor will make recommendations for investing the participant's account with the Plan's DIAs or Models, if available. The Plan participant retains sole discretion over the control and/or investment of his/her account.

Non-Fiduciary Consulting Services

Service Provider Liaison. Advisor 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 Advisor will not be responsible for ensuring Client or a Service Provider completes any duties or tasks assigned to them.

Plan Governance and Education. Advisor 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 (including 404(c) requirements), 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. Advisor 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. Advisor will provide educational services to participants to assist Client meeting its duties under ERISA 404(c). 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, Advisor's services shall be provided in accordance with U.S. Department of Labor (DOL) Interpretative Bulletin 96-1.

Financial Wellness Services. Advisor 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. Advisor 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. Advisor also will assist Client with conversions to the selected vendor. In performing service provider search support services, Advisor acts solely in a non-investment advisory capacity.

Benchmarking Services. Advisor 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. Advisor 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.