

## RETIREMENT PLAN SERVICES AGREEMENT – SIMPLE IRA

This Retirement Plan Services Agreement – Simple IRA (“Agreement”) is entered into between Level Four Advisory Services, LLC (“LFAS”), a registered investment adviser under the Investment Advisers Act of 1940, as amended (“Advisers Act”), and \_\_\_\_\_ (“Client”), (collectively, the “Parties”).

WHEREAS, Client is a qualified as a SIMPLE IRA plan (“the Plan”) under section 408(p) of the Internal Revenue Code.

WHEREAS, in connection with and in discharge of its duties with respect to the Plan, Client desires to engage LFAS for the purposes specifically set forth in this Agreement, and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **Appointment of Adviser and Services to be Provided**

By executing this Agreement, Client retains LFAS to provide investment advisory and consulting services for Client’s SIMPLE IRA plan (“the Plan”) pursuant to the terms and conditions described in this Agreement. Such services will include providing assistance establishing the Plan, participant/employee plan education and individualized advice to plan participants.

### **Plan participant services may include (when requested by plan participant):**

- Assessment of plan participant’s investment needs and objectives
- Recommendations on suitable style allocations;
- Identification of appropriate investments and investment vehicles suitable given the plan participants’ goals;
- Evaluation of investments meeting style and allocation criteria;
- Review of plan participant accounts to ensure adherence to asset allocation;
- Recommendations for account rebalancing, if necessary;
- Fully integrated back office support systems to advisers, including custody, trade execution, and confirmation and statement generation, through the plan custodian

Client maintains the assets of the Plan with an independent, qualified custodian, Ascensus Trust. LFAS will not have custody of any of the Plan’s assets and LFAS may not make a withdrawal from the Plan without Client’s authorization. A separate account is maintained on behalf of the Client with the custodian and Client retains all rights of ownership of the account (e.g. right to withdraw securities or cash, exercise or delegate proxy voting, and receive transaction confirmations. The Plan is responsible for and will pay, or cause to be paid, the fees of the custodian related to the Plan including, but not limited to, any costs of safekeeping, brokerage and other execution costs, and custody fees. Except as otherwise provided herein, although LFAS shall have the ability to make recommendations to Client with respect to fund selections within the Plan, LFAS will not have authority to instruct the custodian to purchase, sell, redeem or exchange any security, cash or other investments for the Plan without Client’s authorization.

Client understands that the services provided under this Agreement do not include financial planning or any other similar services.

**Plan Information**

In order to provide advisory Services under this Agreement, LFAS may request certain information from time to time regarding the Plan’s and individual participants’ financial situation, investment objectives and risk tolerance. Client agrees to cooperate with LFAS in promptly providing such information. Client will timely notify LFAS of any changes to such information or if Client wants to impose and/or modify any reasonable restrictions on the Plan’s investments.

**Advisory Fee**

**Fee Schedule**

One-Time Fee - A one-time fixed fee of \$\_\_\_\_\_ will be paid at the time this Agreement is executed for consulting services.

The annual fee for advisor’s services shall follow the schedule below:

Flat Fee Schedule	
Annual Account Fee	_____%

The annual fee is payable quarterly and will be based upon the total market value of the Plan as of the last business day of the previous quarter. The amount payable each quarter will be 25% of the annual fee as noted above.

- Deduct from Advisory Account** Pursuant to written authorization, the account custodian, Acensus, will automatically debit the advisory fee from IRA assets and pay directly to LFAS.
- Direct Bill** LFAS will directly invoice client. Invoices will be due and payable no later than 10 calendar days following the end of the quarter.

**Termination**

Client or LFAS may terminate this Agreement immediately upon written notice to the other Party. Such termination will not, however, affect the rights, duties, liabilities or obligations of the Parties arising from transactions initiated prior to such termination, and such liabilities and obligations shall survive any termination of this Agreement. There is no penalty or termination fee for the termination of the Agreement. If the Agreement is terminated within five business days of executing the Agreement, the pro-rated fees for such period shall be waived and a full refund of all fees paid in advance will be remitted. If the Agreement is terminated after the initial five business days, LFAS shall be entitled to the payment of Fees for services completed prior to termination of the Agreement and the Client refund will be promptly issued and based upon the number of days service was provided by LFAS. Termination shall be effective from the time the other party receives written notification of such other time as may be mutually agreed upon, subject to the settlement of transactions in progress and the final refund of advisory fees. There will be no penalty charge upon termination.

**Confidentiality**

LFAS acknowledges that certain information, records, files, or documents relating to the Plan’s employees (“Employee Information”) may be disclosed or delivered to LFAS, during the course of performance of this Agreement, and LFAS has certain requirements to maintain the privacy and confidentiality of Employee Information, including but not limited to, requirements under the Gramm-Leach-Bliley Act of 1999, as it may be amended from time to time and the regulations promulgated thereunder (the “GLB Act”). LFAS will not use or disclose, either directly or indirectly, to any person, firm, or corporation any Employee Information, other than in the ordinary course of carrying out the purposes of this Agreement or as permitted under applicable law, including use under an exception to the GLB Act.

Notwithstanding any of the foregoing, in the event LFAS is required by law, regulation, or court order to disclose any Employee Information, LFAS will provide the Plan with prompt notice to allow the Plan a reasonable opportunity to obtain a protective order. LFAS agrees to implement and maintain appropriate measures designed to: (i) ensure the security and confidentiality of Employee Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Employee Information; and (iii) protect against unauthorized access to or use of Employee Information that could result in substantial harm to any of these employees. This provision will survive termination of this Agreement.

## ERISA Plans

This Section applies to Services to be provided to a Plan which is subject to the Employee Retirement Income Security Act of 1974, as amended (“ERISA”)

### 1. Fiduciary Status.

- a. LFAS will not be acting as a fiduciary for purposes of ERISA with respect to the performance of any Service selected which is marked as an Administrative Service. As a result, LFAS will not be liable under ERISA for any liabilities or claims arising with respect to the performance of Administrative Services.
- b. LFAS acknowledges that any Service marked as a Consulting Service constitutes the provision of investment advice to a retirement plan for compensation. As a consequence, LFAS is deemed a “fiduciary” as such term is defined under Section 3(21)(A)(ii) of ERISA with respect to the performance of such Consulting Service. Accordingly, with respect to all Consulting Services to be provided under this Agreement, (i) LFAS will act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, based on the investment objectives, risk tolerance, financial circumstances, and needs of the Plan, without regard to the financial or other interests of LFAS, any affiliate or other party, (ii) LFAS will not receive, directly or indirectly, compensation for the Consulting Services that is in excess of reasonable compensation within the meaning of Section 408(b)(2) of ERISA or Section 4975 of the Code, and (iii) statements by LFAS about a recommended transaction, fees and compensation, material conflicts of interest, and any other matters relevant to the Client’s investment decisions, will not be materially misleading.
- c. If Client selects Discretionary Management Services for the Plan, LFAS will be a “fiduciary”, as defined in Section 3(21)(A)(i) or (ii) of ERISA, with respect to such Discretionary Management Services. In addition, if Discretionary Management Services are selected, LFAS hereby accepts appointment as an “investment manager”, as defined in Section 3(38) of ERISA, to the extent described herein. Accordingly, LFAS will act in a manner consistent with the requirements of a fiduciary under ERISA for all Discretionary Management Services to be provided under this Agreement.

### 2. Regulatory Disclosures.

- a. Client acknowledges that (i) it is the “responsible plan fiduciary” (as defined under DOL Regulations Section 2550.408b-2(c)(1)(viii)(E)) for the control or management of the assets of the Plan, and for the selection and monitoring of service providers for the Plan, Client acknowledges that this Agreement constitutes the disclosure of compensation, services and status required by DOL Regulations Section 2550.408b-2(c), and that this information was provided to Client reasonably in advance of this Agreement being entered into.
- b. LFAS will disclose, to the extent required by DOL Regulation Section 2550.408b-2(c), to Client any change to the information in this Agreement required to be disclosed by LFAS under DOL Regulation Section 2550.408b-2(c)(1)(iv) as soon as practicable, but no later than sixty (60) days from the date on which LFAS is informed of the change (unless such disclosure is precluded due to extraordinary circumstances beyond LFAS’s control, in which case the information will be disclosed as soon as practicable).
- c. In accordance with DOL Regulation Section 2550.408b-2(c)(vi)(A), LFAS will disclose within thirty (30) days following receipt of a written request from Client (unless such disclosure is precluded due to extraordinary circumstances beyond the LFAS’s control, in which case the information will be disclosed as soon as practicable) all information related to this Agreement and any compensation or fees received in connection with this Agreement that is required for the Plan to comply with the reporting and disclosure requirements of Title 1 of ERISA and the regulations, forms and schedules issued thereunder.
- d. If LFAS makes an unintentional error or omission in disclosing the information required under DOL Regulation Section 2550.408b-2(c)(1)(iv) or (vi), LFAS will disclose to Client the correct information as soon as practicable, but no later than thirty (30) days from the date on which LFAS learns of such error or omission.

### 3. Bonding.

- a. If required, the Plan shall acquire and maintain the bond required for fiduciaries as defined by ERISA Section 412.

## Risk

Client recognizes that as with any investment program, there will be risk associated with the investment of the Plan’s assets. LFAS cannot guarantee the future performance of the Plan’s assets, promise any specific level of performance, or promise that LFAS’s recommendations will be successful.

Any recommendations that LFAS makes under this Agreement are subject to various market, currency, economic, political and business risks, and will not necessarily be profitable

Except as may otherwise be provided by law, LFAS will not be liable to the Plan or Plan participants for any loss (i) caused by following the Client's instructions; or (ii) caused by the custodian, any broker or dealer to which LFAS directs transactions for the Plan, or by any other person. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and this Agreement does not waive or limit Client's rights under those laws.

### **Basis of Advice**

Client acknowledges that LFAS obtains information from a wide variety of publicly available sources. LFAS does not have, nor does it claim to have, sources of inside or private information. The recommendations developed by LFAS are based upon the professional judgment of LFAS.

### **Governing Law**

This Agreement will be construed under the laws of the State of Texas, provided that nothing in this Agreement will be construed contrary to ERISA (to the extent applicable), the Advisers Act or any rule thereunder.

### **Investment Adviser Status**

LFAS represents that it is registered as an investment adviser under the Advisers Act and is authorized and empowered to enter into this Agreement.

### **Non-Exclusive Relationship**

Client acknowledges and agrees that LFAS may provide advisory services for other clients and may give them advice or take actions for them, for LFAS's accounts or for accounts of persons related to LFAS that is different from the advice LFAS gives Client or actions LFAS takes for or on behalf of the Plan. LFAS is not obligated to buy, sell or recommend for or on behalf of the Plan any security or other investment that LFAS may buy, sell or recommend for any other clients, for LFAS's accounts or for the accounts of persons related to LFAS.

If LFAS obtains material, non-public information about a security or its issuer that LFAS may not lawfully use or disclose, LFAS will have no obligation to disclose the information to Client or use it for Client's benefit.

### **Legal Actions**

Adviser will not advise the participant or act for the participant in any legal proceedings, including bankruptcies or class actions, involving securities held for the Account or the issuers of those securities.

### **Proxy Voting**

Adviser will not vote proxies for securities held in the account. The Account custodian should promptly send the client all proxies and related shareholder communications for the securities maintained in the account. Participant shall maintain exclusive responsibility for determining all proxy voting decisions in the Account.

### **Restrictions on Assignment**

No assignment of this Agreement may be made without the consent of the other Parties.

### **Notice**

Any notice or other communication required or permitted to be given pursuant to this Agreement will be deemed to have been duly given when delivered in person, or sent by telecopy, e-mail, U.S. mail, overnight courier or facsimile transmission. All postage must be prepaid. All notices or communications to LFAS should be sent to LFAS's main address. All notices or communications to the Plan will be sent to the last known address of such Party provided by Client unless

written instructions are provided to LFAS by Client to send notifications to an alternate address.

### **Electronic Delivery**

Each Party agrees to accept, all required regulatory notices and disclosures, as well as all other correspondence, via electronic mail. Information and documents provided by LFAS will include, but are not necessarily limited to, Form ADV updates and offers, Form CRS, account performance reports prepared by LFAS, LFAS's annual Privacy Policy Notice, regulatory disclosures and other written communications from LFAS. Each Party will have completed all delivery requirements upon the forwarding of such document, disclosure, notice and/or correspondence to the Party's last provided email address. Any Party may withdraw its consent to electronic delivery without the imposition of any fee or condition.

### **Indemnification**

LFAS will indemnify, defend, and hold the Plan, along with their directors, officers, employees, agents, representatives and participants, harmless from and against any and all claims, damages, losses or expenses (including reasonable attorneys, accountants and expert witness fees and costs) incurred as the sole and direct result of (i) a material breach by LFAS of any of its obligations under this Agreement, or (ii) any willful or negligent conduct of LFAS.

The Plan will indemnify, defend, and hold LFAS, along with its directors, officers, employees, agents and representatives, harmless from and against any and all claims, damages, losses or expenses (including reasonable attorneys, accountants and expert witness fees and costs) incurred as the sole and direct result of (i) a material breach by the Plan of any of its obligations under this Agreement or the governing documents for the Plan, (ii) any willful or negligent conduct of the Plan, or (iii) the actions or inactions of service providers (other than LFAS) to the Plan, or (iv) LFAS' breach of a fiduciary or similar or corresponding duty under any Similar Law, unless the Plan provides LFAS advance written notice of the applicability of such Similar Law and LFAS agrees in writing to adhere to the conditions of such Similar Law.

Additionally, if LFAS is required to respond to any subpoena for production of documents, or to testify as a witness in any legal proceedings relating to the Services hereunder in connection with any lawsuit against the Plan the Plan shall be responsible to pay to LFAS (1) any and all costs, including reasonable attorney fees, incurred by LFAS and (2) a reasonable hourly fee for LFAS's time.

### **Arbitration Provision**

To the extent permitted by law, any controversy or dispute which may arise between the Client and Adviser concerning any transaction or the construction, performance or breach of this Agreement shall be settled by arbitration. Any arbitration shall be pursuant to the rules, then applying, of the American Arbitration Association, except to the extent set forth herein. The arbitration panel shall consist of at least three individuals, with at least one panelist having knowledge of investment advisory activities. The parties agree that any arbitration proceeding pursuant to this provision shall be held in a location as determined by the rules of the American Arbitration Association. The award of the arbitrators shall be final and binding on the parties, and judgment upon the award rendered may be entered into in any court, state or federal, having jurisdiction. Client notes the following provisions of arbitration:

- Arbitration is final and binding on all parties.
- The parties are waiving their right to seek remedies in court, including the right to jury trial, except to the extent such a waiver would violate applicable law.
- Pre-arbitration discovery is generally more limited than and different from court proceedings.
- The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

The agreement to arbitrate does not entitle you to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a court of competent jurisdiction. If at the time a demand for arbitration is made or an election or notice of intention to arbitrate is served, the claims sought to be arbitrated would have been barred by the relevant statute of limitations or other time bar, any party to this agreement may assert the limitations as a bar to the arbitration by applying to any court of competent jurisdiction, and you expressly agree that any

issues relating to the application of a statute of limitations or other time bar, are referable to such a court. The failure to assert such bar by application to a court, however, shall not preclude its assertion before the arbitrators. Client understands that this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under the federal securities laws.

**Miscellaneous**

This Agreement represents LFAS’s entire understanding with regard to the matters specified herein. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any party to any other party concerning the subject matter of this Agreement. If any part of this Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of this Agreement. Except as otherwise provided in this Agreement, LFAS may amend this Agreement only if Client and the Plan have agreed to such changes in writing. This Agreement may be executed on multiple copies, each of which shall be considered an original executed Agreement.

**Client Acknowledgement**

Client acknowledges receipt of a copy of LFAS’s Form ADV Part 2A Disclosure Brochure, Form ADV Part 2B Brochure Supplements for any investment adviser representatives who provide advisory services directly to Client (if required), Form CRS and LFAS’s Privacy Policy before or at the time this Agreement is entered into. Client understands that the Form ADV documents, Form CRS and Privacy Policy may be updated from time to time and the current documents are always available upon request.

**NOTE: THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE.**

In witness hereof, the Parties hereto have executed this Agreement.

Client:

Client Name/Authorized Signatory	Title	Signature	Date

LFAS Advisor Representative:

Rep Signatory	Title	Signature	Date

LFAS Firm Principal:

Authorized Signatory	Title	Signature	Date

**Addendum I – Client Profile**

Client Name: \_\_\_\_\_

Client Tax ID Number: \_\_\_\_\_ Client date of birth: \_\_\_\_\_

Client Phone Number: \_\_\_\_\_

Client Email Address: \_\_\_\_\_

Residence Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

**Trusted Emergency Contact & Professional Contacts**

Trusted Emergency Contact: \_\_\_\_\_

Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

I decline to provide a trusted contact person at this time.

Professional Contact: \_\_\_\_\_

Role:  Attorney  Accountant  Other \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Professional Contact: \_\_\_\_\_

Role:  Attorney  Accountant  Other \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Level Four Group, LLC is a division of CRI Capital Group, LLC, a subsidiary of CRI Advisors, LLC. "CRI" is the brand name under which Carr, Riggs & Ingram, L.L.C. ("CPA Firm") and CRI Advisors, LLC ("Advisors") and its subsidiary entities provide professional services. CPA Firm and Advisors (and its subsidiary entities) practice as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CPA Firm is a licensed independent CPA firm that provides attest services to its clients, and Advisors and its subsidiary entities provide tax and business consulting services to their clients. Advisors and its subsidiary entities are not licensed CPA firms.