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## RETIREMENT PLAN SERVICES AGREEMENT

This Retirement Plan Services Agreement ("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 \_\_\_\_\_ ("Plan Sponsor"), and \_\_\_\_\_ ("Client"), in its capacity as the plan administrator of the \_\_\_\_\_ (the "Plan")(collectively, the "Parties"), effective as of the Date of Client signature as noted on page 8 (the "Effective Date").

WHEREAS, Plan Sponsor maintains the Plan for the benefit of eligible employees,

WHEREAS, Plan Sponsor has delegated to Client the power and authority to manage the operation of the Plan, including the designation of investment alternatives under the terms of the Plan, and to enter into contractual arrangements with third parties to assist in the discharge of these and related duties,

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

By executing this Agreement, Client retains LFAS to provide investment advisory and consulting services selected by the Client ("Services") pursuant to the terms and conditions described in this Agreement. LFAS has appointed the representative(s) of LFAS indicated below ("Adviser Representative") to act on behalf of LFAS in providing Services under this Agreement. LFAS may replace the Adviser Representative at any time, for any reason, and appoint a new representative to provide Services hereunder.

Client maintains the assets of the Plan with an independent, qualified custodian chosen by Client. 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. 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, LFAS will not have authority to instruct the custodian to purchase, sell, redeem or exchange any security, cash or other investments for the Plan.

### Services to be Provided

LFAS agrees to provide the Service(s) selected by Client on Addendum I.

If Client selects Discretionary Management Services, Client hereby grants LFAS discretionary authority to make all decisions, in its sole and absolute discretion, to buy, sell or hold securities, cash or other investments with respect to those Plan assets designated in Addendum I. LFAS shall not be required to consult with Client or obtain approval of Client prior to implementing such decisions. With respect to such Discretionary Management Services, Client also grants LFAS the authority to deliver instructions, on behalf of Client, to brokers and dealers and the qualified custodian(s) of the Plan to carry out LFAS's management of the designated Plan assets. Client authorizes LFAS to provide a copy of this Agreement to the custodian or any broker or dealer, through which transactions will be implemented on behalf of Client, as evidence of LFAS's authority under this Agreement.

In connection with services provided and as may be deemed suitable and appropriate, LFAS may engage a related entity, Level Four Capital Management, LLC ("LFCM"), a registered investment adviser under the Investment Advisers Act, to act as a sub-adviser under the terms and conditions of the Sub-Advisory Agreement executed between LFAS and LFCM. LFCM is compensated by LFAS for sub-advised asset management services provided to LFAS based upon either a percentage of the investment advisory fee (for asset allocation services) or a factor of the net value of assets of accounts (for equity portfolio or fixed income strategies).

## Plan Information

In order to provide advisory Services under this Agreement, LFAS may request certain information from time to time regarding the Plan's 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.

## Disclosure Authorization

If Client is a committee, Client hereby authorizes LFAS to discuss and fully disclose any and all financial information of the Plan with any member of the Committee as well as any employee(s) of the Plan Sponsor designated on Addendum III.

## Limitations on Services

LFAS has no responsibility to provide any Services related to the following types of assets or investment vehicles: brokerage windows or similar arrangements, self-directed brokerage accounts, employer securities; real estate (except for real estate mutual funds and publicly traded REITs); personal brokerage accounts or mutual fund windows; participant loans; non-publicly traded partnership interests; other non-publicly traded securities (other than collective trusts and similar vehicles); or other hard-to-value securities or assets. Except as otherwise specifically provided in this Agreement, LFAS will not prepare or review tax or information returns and will not be responsible for the Plan's compliance with applicable reporting and disclosure requirements. LFAS will not advise Client or act for Client in any legal proceedings, including bankruptcies or class actions involving Plan assets; however, in the event LFAS receives any notices of legal proceedings involving the Plan or Client or any proxies or other corporate actions involving the Plan, LFAS will promptly forward such information to Client. LFAS does not provide any tax or legal advice, is not responsible for valuing Plan assets and will not vote (or advise Client how to vote) proxies for any securities held by the Plan.

## Service Fee

LFAS shall be entitled to payment of an annual fee the ("Fee") for the provision of Services during the term of this Agreement. The Fee has been determined based upon the complexity of the Plan, the amount of Plan assets, the actual Services requested, the representative providing the Services and where the Plan assets are held in custody. LFAS has also taken into consideration special situations or conflicts of interest where charging a Fee may be prohibited under applicable laws. LFAS believes that its annual fee is reasonable in relation to: (1) services provided under this Agreement; and (2) the fees charged by other investment advisors offering similar services/programs. However, LFAS's annual Service Fee may be higher or lower than that charged by other investment firms offering similar services and programs.

Unless otherwise indicated in Addendum II, the Service Fee relates to the period during which the Agreement is in effect, and is not charged with respect to a particular Service. Accordingly, there will be no reduction of the Fee during the annual billing cycle where Client does not request optional Services to be provided during the billing cycle. However, for annual periods during which this Agreement is not in effect for the entire period, the Fees will be prorated based on the number of days the Agreement is in effect during such period.

The Fee may be comprised of fixed fee, a percentage-based fee or both, depending upon the Services to be provided. Additional project-based fees may be negotiated as needed. All fees will be reflected on Addendum III to this Agreement, as may be amended from time to time.

Payments are due within thirty (30) days of the last day of the billing period (as selected on Addendum II). Upon request, LFAS will provide Client an invoice reflecting the Fees imposed for the applicable billing period. LFAS will provide Client a written notice of any change to the Fees at least ninety (90) days prior to the effective date of such change and this Agreement shall be deemed automatically amended to incorporate such change at the expiration of such period, unless Client objects in writing prior to the expiration of such 90-day period.

In addition to LFAS's fees, Client may incur certain charges imposed by third parties other than LFAS in connection with investments made through the Plan, including but not limited to, 12(b)-1 fees and surrender charges, variable annuity fees and surrender charges, as well as in connection with the administration of the Plan. Service fees charged by LFAS are separate and distinct from the fees and expenses charged by investment company securities that may be recommended to Client. A description of fees and expenses charged by investment companies are available in their respective prospectuses.

The Fees may be paid directly by Plan Sponsor or deducted from the Plan, as indicated on Addendum II. The Plan custodian or third-party administrator will send statements to the Plan showing all disbursements from the Plan, including, where applicable, the amount of the Fees paid to LFAS. It is the Client's responsibility to verify the calculation of the Fees.

LFAS does not reasonably expect to receive any other compensation, direct or indirect, for its Services under this Agreement. If LFAS receives any other compensation for such services, LFAS will (i) offset that compensation against its stated Fees, and (ii) will disclose the amount of such compensation, the services rendered for such compensation and the payer of such compensation to Client, to the extent required by applicable law.

LFAS is entitled to reimbursement of out of pocket expenses incurred in connection with providing the Services and communicating with Client, provided, however, any expense must be pre-approved in writing by Client.

## **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. 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. If LFAS' Fee was paid in advance, LFAS will promptly issue a pro-rated refund of the excess amount to the payer. Upon termination of this Agreement, LFAS will have no obligation to recommend or take any action with regard to the Plan.

## **Representations, Warranties, and Disclosures of Client**

1. Client acknowledges that (i) LFAS does not act as, nor has LFAS agreed to assume the duties of, a trustee or plan administrator, and LFAS has no discretion or responsibility to interpret the Plan documents, to determine eligibility or participation under the Plan, or to take any other action with respect to the management, administration or any other aspect of the Plan, other than as specifically provided in this Agreement, (ii) Client is not relying on LFAS for any legal or tax advice, (iii) Client, or its authorized delegates or agents, will be responsible for complying with all reporting and disclosure requirements required under applicable law, (iv) Client has been advised by LFAS that investments fluctuate in value and the value of investments when sold may be greater or lesser than the original cost, and (v) past investment performance does not necessarily guarantee any level of future investment performance. Client should also read and carefully consider the specific risk factors included in LFAS's Form ADV Part 2.
2. Client recognizes that the value and usefulness of the Services will be dependent upon information that Client provides to LFAS, including financial information and investment objectives for the Plan. Client will supply LFAS with all information that LFAS may reasonably request in order to perform the Services hereunder. All information provided or to be provided to LFAS is and will be true, correct, and complete in all material respects. Client

acknowledges that LFAS is entitled to rely upon all information provided by Client to LFAS. LFAS will not be responsible for the verification of the information and documentation provided by Client. Client will notify LFAS in writing of any material change to such information. LFAS will not be responsible for any losses, costs or claims suffered or resulting from any delay or inability to provide Services, if such delay or inability is the result, directly or indirectly, of Client's failure to provide all necessary information, or any losses, costs or claims suffered or resulting from a change in information, if LFAS does not receive notice of such change prior to the implementation of a transaction.

3. Client and Plan Sponsor represent and warrant that (i) each has the power and authority to enter into 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 and (ii) the execution of this Agreement, the delivery of any instructions to LFAS, and the performance of the Services is within the scope of the investment authority authorized by the governing instruments for the Plan and/or applicable laws. Client agrees to furnish LFAS with copies of the governing documents of the Plan, upon request. If this Agreement is being signed on behalf of a corporation, partnership, trust or other business or legal entity, such Party represents that the person signing on behalf of such Party is authorized under applicable law and the governing documents to enter into this Agreement on such Party's behalf.
4. This Agreement has been duly authorized and executed and constitutes the legal, valid and binding Agreement of Client and Plan Sponsor, enforceable in accordance with its terms.
5. Except to the extent specifically provided under this Agreement or otherwise agreed to by LFAS in writing, Client and Plan Sponsor acknowledge, understand and represent that LFAS will not be acting, or accepting any responsibility or appointment, as a fiduciary under any state, local or other law to which the Plan is subject and which may impose fiduciary duties on persons who provide investment advice to the Plan ("Similar Laws"), and neither Client nor Plan Sponsor is relying on LFAS to ensure compliance with any such Similar Laws.
6. Client understands that a cash balance/defined benefit plan is designed for the long term and expects to make the projected annual contributions for a minimum of 5 years unless there are material changes in Client's income or business environment. By definition, all assets in a cash balance or defined benefit plan must be invested as a single, pooled account; no individual participant direction is permitted. If the plan requires that interest be credited to notional accounts of participants at a particular rate, without regard to actual investment performance, the investment policy of the plan is typically weighted toward fixed income, as opposed to equity. The credited interest rate to notional accounts is referred to as the accumulated interest rate (AIR). It bears a close relationship to the annualized yield of the 30-year U.S. Treasury bond. Since the objective of the plan is to maintain fully funded status and preserve tax deductible contribution amounts LFAS will typically utilize an Income with Capital Preservation or Income with Moderate Growth investment objective for such plans unless Client specifies otherwise in writing.

## Confidentiality

LFAS acknowledges that certain information, records, files, or documents relating to Plan Sponsor'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 Plan Sponsor with prompt notice to allow Plan Sponsor 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 with respect to the Plan, Plan Sponsor 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. LFAS will provide advisory or management Services with respect to those Plan assets designated on Addendum I and will not consider any other securities, cash or other investments the Plan or the participants own.

Except as may otherwise be provided by law, LFAS will not be liable to Plan Sponsor, Client, 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.

## **Form ADV Part 2 and Privacy Notice Receipt Acknowledgment**

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), and

LFAS's Privacy Policy before or at the time this Agreement is entered into. Client understands that the Form ADV documents and Privacy Policy may be updated from time to time and the current documents are always available upon request. The Client also acknowledges receipt of the LFAS Form CRS (Part 3 Form ADV).

## **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 Client or Plan Sponsor 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, 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 Plan Sponsor, Client and 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.

Plan Sponsor 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 Plan Sponsor or Client of any of its obligations under this Agreement or the governing documents for the Plan, (ii) any willful or negligent conduct of Plan Sponsor or Client, 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 Plan Sponsor 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 Plan Sponsor, Client or the Plan, Plan Sponsor 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.

## **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 Plan Sponsor 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.

## Signatures

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

Client:

Authorized Signatory	Title	Signature	Date
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Plan Sponsor:  Check here if Client Authorized Signatory is also Plan Sponsor Authorized Signatory

Authorized Signatory	Title	Signature	Date
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LFAS Advisor Representative:

Rep Signatory	Title	Signature	Date
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LFAS Firm Principal:

Authorized Signatory	Title	Signature	Date
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## Addendum I - Services

LFAS agrees to provide the following selected Services as directed on this Addendum I:

### **Administrative Services**

- Qualified Plan Development** Upon request, LFAS will assist Plan Sponsor with the establishment or amendment of the Plan by coordinating with a selected Third Party Administrator. If Plan Sponsor has not already selected a Third Party Administrator, LFAS will assist Plan Sponsor with the review and selection of a Third Party Administrator for the Plan.
- Participant Education** Upon request, LFAS will furnish investment-related information and materials to assist in the education of the Plan's participants. Education presentations will not take into account the individual circumstances of each participant and individual recommendations will not be provided. Plan participants are responsible for implementing transactions in their own accounts.
- Participant Enrollment** Upon request, LFAS will participate in annual group enrollment meetings designed to increase Plan participation among employees.
- Benchmarking Services** Upon request, LFAS will provide Client with benchmarking services to analyze the operations of the Plan.
- Plan Fee and Expense Review** Upon request, LFAS will provide Client with periodic due diligence reviews of the fees and expenses paid for investment management, recordkeeping, participant education and/or other services.

## Services (Continued)

### Consulting Services

- Investment Policy Statement (IPS) Preparation** LFAS will assist Client in developing an IPS. The IPS establishes the investment policies and objectives for the Plan. Client shall have the ultimate responsibility and authority to establish such policies and objectives and to adopt and amend the IPS.
- Non-Discretionary Investment Advice** LFAS will provide Client with general, non-discretionary investment advice regarding the selection of investment options consistent with the Plan's IPS. If selected, LFAS will not have investment discretion or trading authority over the Plan. Client will have the sole responsibility and authority to determine whether to implement LFAS's recommendations.
- Investment Due Diligence Review** LFAS will provide client with a one-time review and recommendation regarding the Plan's reports and investment options. Where applicable, LFAS will review for consistency with ERISA section 404(c) and the Plan's IPS.
- Ongoing Investment Monitoring** LFAS will assist in monitoring investment options, will prepare periodic investment reports that document investment performance, consistency of fund management and conformation to the IPS, and will make recommendations to maintain or remove and replace investment options. Client will have the sole responsibility and authority to determine whether to implement LFAS's recommendations.
- Non-Discretionary Model Portfolios** LFAS will recommend, for consideration and approval by Client:
  1. Asset allocation target-date or risk-based model portfolios for the Plan to make available to Plan participants and
  2. Funds from the line-up of investment options chosen by the Client to include in such model portfolios.
- Default Investment Alternative Advice** LFAS will provide non-discretionary investment advice to assist Client with the selection of one or more default investment alternative(s), which, if applicable, will be made in accordance with, DOL Reg. Section 2550.404c-5(e)(4)(i), for participants who are automatically enrolled in the Plan or who otherwise fail to make an investment election. Client will have the sole responsibility and authority to determine whether to implement LFAS's recommendations.
- Individualized Participant Advice** LFAS will provide one-on-one advice to Plan participants customized to the circumstances disclosed by each individual participant. If Client selects Individualized Participant Advice, the parties acknowledge and agree to the following:
  1. LFAS is providing advice as is applicable at a specific point in time to match the participant's risk profile and other factors that are provided by the participant during the meeting with the Adviser Representative.
  2. The participant is required to initiate the asset allocation within their account.
  3. LFAS will NOT continue to monitor the investment allocation.
  4. Participants are required to seek additional advice or recommendations in the future or in the event of a change in circumstances.

## Services (Continued)

### **Discretionary Management Service**

- Discretionary Management Services** LFAS will provide Client with continuous and ongoing supervision over the Plan assets designated below. LFAS will actively monitor and manage the designated Plan assets in accordance with the Plan’s investment policy statement and any restrictions set forth in this Addendum I, as may be amended from time to time.

Client hereby instructs LFAS to provide Discretionary Management Services to the assets listed below.

Name of Custodian	Account Number
_____	_____
_____	_____
_____	_____
_____	_____

The Discretionary Management Services provided under the Agreement will not include any accounts or assets which are not specifically identified by Client above.

Notwithstanding the foregoing, Client imposes the following reasonable restrictions, special instructions and limitations, regarding the investments and management of the Plan are noted as follows:

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Client must provide advance, written notice of any changes to the foregoing restrictions, instructions and limitations, which will be implemented as soon as practicable following receipt of such notice by LFAS. LFAS shall not be liable for any losses, costs or fees incurred with respect to transactions entered into pursuant to previously established guidelines prior to receipt of such notice.

## Addendum II – Fee Information

### I. Fee Schedule

- One-Time Fee** - A one-time fixed fee of \$\_\_\_\_\_ will be paid at the time this Agreement is executed for consulting services.
- Fixed Fee** - The total annual fixed fee for Services under this Agreement will be a fixed fee of \$\_\_\_\_\_. LFAS shall receive a retainer in the amount of \$\_\_\_\_\_ at the time this Agreement is executed.  
*The balance of the fixed fee will be billed according to the following time interval:*
- Quarterly  
 Monthly
- Percentage Fee** – The total annual percentage fee for Services under this Agreement will be \_\_\_\_\_% of the total market value of the plan assets.  
*The percentage fee will be calculated according to the following method:*
- Advance Billing** - The fee may be billed in advance (at the start of the billing period) and calculated based on the fair market value of the Plan as of the last business day of the previous billing period.
- Arrears Billing** - The fee may be billed in arrears (at the end of the billing period) and calculated based on the fair market value of the Plan as of the last business day of the previous billing period.
- The percentage fee will be billed according to the following time interval:*
- Quarterly  
 Monthly

### II. Transaction Fee Structure

- Non-Wrap Fee** – Brokerage commissions and/or transaction ticket fees charges by the custodian will be billed directly by the custodian. LFAS will not receive any portion of such brokerage commissions or transaction fees from the custodian or payer.
- Wrap Fee** – Brokerage commissions and/or transaction ticket fees charged by the custodian will be included in the fee payable to LFAS. Transaction ticket fees are billed directly to LFAS by the custodian for the account and LFAS will not receive any portion of such fees.

### III. Fee Payment Method

- Direct Bill** – LFAS will send a detailed billing invoice to Plan Sponsor for each billing period.
- Fee Deduction** – Client hereby authorizes the Plan custodian to deduct LFAS's Fee from the Plan and to remit such amount to LFAS. Client authorizes affiliated broker dealer Level Four Financial, LLC, to pay fees as may be directed by LFAS. If necessary, Client agrees to complete separate forms for the Plan custodian or service provider to reflect Client's authorization for the deduction of the Fee from the Plan. LFAS will send Client an invoice showing the amount of the Fee that will be deducted from the Plan, the manner in which the Fee was calculated, any adjustments to the Fee and an explanation of such adjustments.

### **Addendum III – Plan Profile**

Plan Type:  401(k) Plan     Profit Sharing Plan     Defined Benefit/Cash Balance Plan     457 Plan     Other \_\_\_\_\_

Plan Name: \_\_\_\_\_

Plan Establishment Date: \_\_\_\_\_

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

Plan Tax ID Number: \_\_\_\_\_

Plan Sponsor Address: \_\_\_\_\_

Plan Sponsor Contact Name: \_\_\_\_\_

Plan Sponsor Contact Phone Number: \_\_\_\_\_

Plan Sponsor Contact Email Address: \_\_\_\_\_

Approx. Amount of Plan Assets: \$\_\_\_\_\_    Approx. Number of Plan Participants \_\_\_\_\_

Plan Recordkeeper: \_\_\_\_\_    Plan TPA: \_\_\_\_\_

Rep Name(s) & Rep Code: \_\_\_\_\_

#### **Plan Representatives & Authorized Officers**

Name of Representative/Authorized Officer: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Name of Representative/Authorized Officer: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Name of Representative/Authorized Officer: \_\_\_\_\_

Title: \_\_\_\_\_

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

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