

Compliance Consulting Agreement – Annual Compliance Program Silver Package – Monthly Payments

RIA Compliance Consultants, Inc.

Compliance Consulting Agreement – Annual Compliance Program

Silver Package – Monthly Payments

This Compliance Consulting Agreement – Annual Compliance Program – Silver Package – Monthly Payments and the Schedule(s) and Addendum(s) attached hereto and incorporated herein (the "Agreement") is between RIA Compliance Consultants, Inc., a Nebraska corporation located at 6910 Pacific Street, Suite 102, Omaha, Nebraska 68106 ("RCC"), and the client as identified below (the "Client").

Section 1. Scope of Engagement

Client is registered as an investment advisor. RCC will provide investment advisor compliance services to Client during the Agreement Period as set forth herein ("Compliance Services").

- **As-Needed Consulting** – RCC's compliance consultants and specialists will be available for up to **5 hours** ("Budgeted Hours") of investment advisor consulting on an as-needed basis regarding Client's registered investment advisor's general compliance issues, Form ADV revisions, updates to Client's existing written supervisory procedures, licensing, marketing material reviews (not including any performance related materials) and adding or terminating investment advisor representatives
- **Compliance Calendar & Reminders** – Sample annual compliance calendar checklist and general reminders of certain ongoing compliance requirements delivered periodically via email
- **IARD Renewals** – Prepare and calculate Client's investment advisor licensing renewals
- **Form ADV Part 1A Annual Amendment & Update Assets Under Management Reported on ADV Part 2** – Prepare and file the Form ADV Part 1 Annual Amendment for Client's fiscal year-end. Part 1 amendment services will include updates only to those items in the Form ADV Part 1A and Part 1B that pursuant to the Form ADV: General Instructions are not required to be updated if you are submitting an other-than-annual amendment, meaning that such items are only required to be updated on an annual basis. If applicable, update the amount of assets under management reported under Form ADV Part 2A, Item 4(e). If additional revisions are requested, RCC will deduct any time spent preparing such revisions from the Budgeted Hours included in this Agreement. If Budgeted Hours have been expended, RCC will charge an hourly consulting fee as described later in this Agreement
- **RIA Express – Compliance Review** – RCC will provide Client with access to RIA Express – Compliance Review's electronic questionnaire during the "Initial Agreement Period" and "Renewal Period" as defined below (each twelve month "Initial Agreement Period" and "Renewal Period" are generally defined as an "Access Period") for purposes of Client completing a compliance review for one (1) registered investment advisor. The scope of the questionnaire will focus solely on gathering information about your investment advisor's compliance program as it relates to the requirements of the Investment Advisers Act of 1940 ("Securities Laws"). Client will complete (without assistance from an



RCC consultant, unless Client chooses to use some of the “Budgeted Hours” previously referenced in (a) of this section) a detailed questionnaire about Client’s investment advisory personnel, business model, procedures and practices. Upon completion of questionnaire, Client will be provided a report to document the Client’s review of its compliance program and any findings or recommendations generated by RIA Express – Compliance Review

The questionnaire will cover topics related to complying with the Securities Laws that should be included as part of most investment advisor’s written compliance policies and procedures. RIA Express – Compliance Review questionnaire, findings and recommendations may not cover all practices, policies, procedures, business models or other variables specifically related to Client’s investment advisor. Rather, the questionnaire is written to cover many of the compliance topics that generally apply to the majority of investment advisors. Clients should use the RIA Express – Compliance Review questionnaire, findings and recommendations as a tool to assist Client with conducting the annual compliance review. Client should not assume that the questionnaire, findings and recommendations will cover all areas that should be reviewed as part of the Client’s annual compliance review process.

The RIA Express – Compliance Review service under this Agreement does not include any reviewing, drafting, or consulting by an RCC consultant. Client will be solely responsible for making sure it understands the information requested and provided in the questionnaire. Client will be responsible for assessing the results of the questionnaire and determining any corrective actions that may need to be taken. Client acknowledges that this RIA Express – Compliance Review service is not the same as or a substitute for retaining a compliance professional to advise and assist Client regarding an assessment of the Client’s investment advisor compliance program. If Client requests assistance from RCC in completing the questionnaire or assessing the results of the questionnaire and determining any corrective actions that may need to be taken, RCC will deduct from the Budgeted Hours the time the RCC consultant spends providing such assistance. If the Client exceeds the Budgeted Hours, time spent providing such assistance will be billed at the RCC consultant’s standard hourly billing rate as described in Section 2 of this Agreement.

- **Live & Recorded Compliance Training** – Unlimited attendance to any live webinars hosted by RCC during the term of the engagement or any recorded webinars previously presented by RCC and available on RCC’s website during the term of the engagement
- **Sample Forms** – During the Agreement Period, RCC will provide Client with access to a sample forms library via Client’s online subscription account which will include a variety of non-customized, generic compliance forms and checklists as designated by RCC for Client’s particular annual compliance subscription package (e.g. Forms, Value, Bronze, Silver, Gold and Platinum). Client acknowledges the following: (a) the particular sample forms available at no additional charge to Client are limited, do not include all sample forms offered by RCC and may change from time to time at RCC discretion; and (b) there are certain sample forms (as indicated on the webpage of RCC’s online store or Client’s online subscription account) which will only be available to Client for an additional or a la carte fee.
- **Regulatory Notices** – Compliance updates and notice provided through RCC’s newsletter and email notices.
- **Compliance Manual Section Updates** ** – Periodically, RIA Compliance Consultants will release updates to your compliance manual depending upon regulatory activity. RIA Compliance Consultants will notify you when we release new update templates and they will be made available to your through



your online subscription account. (Consultations regarding and/or customized drafting of new or updated template sections will be charged at an hourly rate or applied against budgeted consulting hours

- **Regulatory Exam Prep** - You will receive access to our regulatory exam best practice checklists, sample forms, webinars, and documents we've compiled from actual regulatory examinations. These documents are only available through our Annual Compliance Program Packages

Client and RCC will agree mutually upon a timeline which reasonably distributes the work associated with the above described services during the term of the Agreement.

In the event Client would like to modify the services listed above after execution of this Agreement, a written request must be provided to RCC. Changes to the services listed are contingent upon the written agreement of both RCC and Client.

Section 2. Consulting Fee

The consulting fee ("Consulting Fee") for the above described services during the Agreement Period is **\$3,540**. The Consulting Fee is non-refundable.

The Consulting Fee will be divided into 12 equal monthly installments payable via recurring credit card charges. The monthly installment payment will automatically be charged to Client's credit card on file with RCC at approximately the same time each month beginning with the first monthly installment charged upon execution of this Agreement. Client will pay the first monthly installment in advance by charging a credit card online during checkout at RCC's [online store](#) or calling 877-345-4034 with Client's credit card information.

If Client cancels the credit card or the credit card expires during the duration of the Agreement, Client agrees to provide RCC with thirty (30) days advanced written notice. Additionally, when providing RCC with advance written notice, Client will either pay the remaining balance of the Consulting Fee in full or provide RCC with another credit card to use for payment of the recurring monthly installments of the Consulting Fee.

Client agrees that if Client has a dispute with RCC, Client will not raise this dispute with Client's credit card company or seek adjudication of any dispute with RCC through or by Client's credit card company. Client agrees that Client will not instruct Client's credit card company to reverse such charges.

If Client requests RCC to perform consulting work exceeding the Budgeted Hours under Section 1(a) of this Agreement, RCC may require Client to pay a retainer in advance ("Subsequent Retainer Amount") and will charge Client an hourly fee at the RCC consultant's standard hourly billing rate and also subject to our Minimum Fixed Fee Schedule. In particular, the hourly rates of the Senior Compliance Consultants are the following: Jarrod James is \$295 per hour; Tom Zielinski is \$265 per hour; Teresa O'Grady or Tammy Emsick is \$255 per hour; and the hourly rate of Bryan Hill is \$335 per hour. The hourly rate of a Compliance Consultant is in the range of \$175 - \$250 depending upon the Compliance Consultant of RCC, the hourly rate of a Compliance Analyst of RCC is in the range of \$125 to \$170 per hour depending upon the Compliance Analyst, and a Compliance Specialist of RCC is \$95 per hour. (RCC reserves the right to raise the hourly rate of its Senior Compliance Consultants, Compliance Consultants, Compliance Analysts and Compliance Specialists after giving the Client a 30-day advance notice of the new rates.) The hourly fee will be billed in minimum



increments of one-twelfth of an hour and will be deducted from such a retainer upon presentment of the invoice. In the event that RCC does not require Client to pay a retainer in advance, all hourly charges will be due immediately upon presentment of the invoice.

To the extent that RCC performs a task/activity or set of tasks/activities listed on the Minimum Fixed Fee Schedule, Client will be charged the greater of the hourly fees incurred using the rates described above or the minimum fixed fee listed on the Minimum Fixed Fee Schedule. RCC reserves the right to add, change and delete the tasks/activities and corresponding fees of the Minimum Fixed Fee Schedule effective immediately upon RCC giving client notice of applicable additions, changes or deletions.

RCC may provide the Client with sample forms under Section 1(g) of this Agreement or purchased separately by Client. The providing of such sample forms to Client does not include discussion with the Client's customization of the sample for or assistance with customizing the sample form. To the extent that Client requests RCC to discuss the customization of the sample form or to customize a sample form for the Client, RCC will bill against the Budgeted Hours, if available, or at the consultant's hourly rate if Budgeted Hours have been expended for time spent discussing or preparing the customized form. If the sample form is not provided as part of this Agreement, RCC may charge Client the current published price for the sample form plus the additional hourly work by RCC's staff to discuss such form with Client and customize the sample form to Client's specifications and/or requirements.

If Client terminates this Agreement prior to the end of the initial Agreement Period, the Consulting Fee is non-refundable and any remaining or outstanding balance of the Consulting Fee is due immediately. Client authorizes RCC to charge Client's credit card for the full remaining balance of the Consulting Fee.

Any Subsequent Retainer Amount paid by Client after the Consulting Fee must be utilized for consulting, services and/or expenses of RCC within 12 months of such payment or requested in writing by Client for refund within 12 months of such payment; Subsequent Retainer Amount will not be available for refund nor to apply against the fees or expenses of RCC after 12 months from payment of such Subsequent Retainer Amount.

Section 3. Term of Engagement & Auto Renewal

The initial term of this engagement will be for the twelve (12) months ("Initial Agreement Period"). For purposes of determining the start of the Initial Agreement Period, the day that the initial payment of the Consulting Fee is received by RCC will be used as the beginning of the Initial Agreement Period. However, the Agreement between RCC and Client will not be effective and RCC will not be obligated to begin providing services to Client until both the initial payment of the Consulting Fee and the executed Agreement have been received by RCC. Upon last day ("Renewal Date") of the Initial Agreement Period or any subsequent Renewal Period as described below, the terms of this Agreement will continue to automatically renew for another period of twelve (12) months ("Renewal Period") unless written notice of termination is received from Client or RCC provides Client with written notice of termination prior to the Renewal Date. At the time of renewal, RCC reserves the right to raise the Consulting Fee after giving the Client notice at least 30 days prior to the Renewal Date. If Client does not provide notice of termination by the Renewal Date, Client agrees to pay the Consulting Fee for the Renewal Period and RCC will charge the Consulting Fee against the Client's credit card on file with RCC unless Client provides RCC with updated credit card information or sends a check to RCC for



the Consulting Fee.

Client will make the monthly payment via recurring credit card charges. The monthly payment will automatically be charged to Client's credit card at approximately the same time each month.

Client will make the monthly payment via recurring credit card charges. The monthly payment will automatically be charged to Client's credit card at approximately the same time each month.

If Client cancels the credit card on file with RCC or the credit card on file expires during the duration of the Agreement, Client will either pay the Consulting Fee by check or provide RCC with another valid credit card to use for payment of the Consulting Fee.

If Client terminates this Agreement after the beginning of any Renewal Period and prior to the end of the Renewal Period, the Consulting Fee for the Renewal Period is non-refundable and any outstanding balance of the Consulting Fee is due immediately. If Client utilized a credit card to pay the previous Initial Agreement Period or Renewal Period, Client authorizes RCC to charge Client's credit card for the full remaining balance of the Consulting Fee for the current Renewal Period.

Section 4. Client's Duties

- Client recognizes the value and usefulness of the Consulting Services of RCC are dependent upon the accuracy and completeness of the information provided by Client to RCC. Client will provide RCC with all requested information and documents that RCC may reasonably request in order to prepare Client's investment advisor documents and perform RCC's Consulting Services. RCC will not be responsible for verifying the accuracy or truthfulness of any information, document or statements provided by the officers, staff, investment advisor representatives or outside professionals (such as attorneys and accountants) of Client
- Client understands that the RIA Express - Compliance Review service described in Section 1 of this Agreement, does not include any assistance from RCC or a RCC consultant. RCC will not request or review any Client documentation or any information Client provides when completing the questionnaire. RCC will not be responsible for the verification of any information provided by Client. RCC will not be responsible for verifying the accuracy or truthfulness of any information, document or statements provided by the officers
- Client acknowledges that RIA Express - Compliance Review will not necessarily identify all instances of Client not complying with the Securities Law, and there may be investment advisory business practices which are not adequately addressed by RIA Express - Compliance Review. Client also acknowledges that RIA Express - Compliance Review is merely a resource and not the same as or a substitute for working with compliance professional
- It will be Client's responsibility to identify any deficiencies during the review process. Client is responsible for fully reviewing, understanding and resolving the deficiencies identified by Client during the review process. The RIA Express - Compliance Review service will not include RCC drafting or revising any advisory documents or implementing any necessary changes to Client's compliance program
- Client understands that completion of the RIA Express- Compliance Review questionnaire alone may not meet the requirements of the Client conducting an annual assessment of its written policies and



procedures. The RIA Express – Compliance Review is meant to serve as a tool to assist the Client with completing an assessment or review of the Client’s compliance program. Client understands that completion of this Compliance Review questionnaire is not as comprehensive as a mock regulatory exam, which also tests the effectiveness of Client’s internal controls. The RIA Express – Compliance Review does **not** replicate an actual routine or for cause investment advisor examination by Securities Regulator. Client understands that an actual examination by a securities regulator is likely to be more staff intensive and broader in scope than the RIA Express – Compliance Review and could last from three days to several weeks. It is common for the securities regulator to utilize several staff members for a routine on-site examination, and these staff members may have extensive expertise in accounting and investment and trading strategies, which are areas that are not covered under the RIA Express – Compliance Review service or any other Compliance Services of this Agreement. Furthermore, a securities regulator may devote an unlimited number of hours to a routine examination of Client. The RIA Express – Compliance Review is highly contingent upon the accuracy of disclosures by Client. As a result, RCC cannot guarantee and does not believe that the RIA Express – Compliance Review under this Agreement will result in the same findings as an actual investment advisor examination by Securities Regulator. It is highly likely that a Securities Regulator will detect deficiencies and violations, which were not uncovered by Client as a result of Client completing the RIA Express – Compliance Review process

- Client understands that RCC does not conduct forensic testing as part of the RIA Express – Compliance Review or any other Compliance Services under this Agreement. The outcome of the Compliance Review and any findings resulting from the Compliance Review or further actions needed will be determined by Client based upon self-disclosures and representations, and interpretations made by Client’s investment advisor representatives, staff or officers while Client completes the review process without RCC’s advice or any independent or additional verification by RCC. RCC will not review or verify any information provided by Client. Client is aware that RIA Express – Compliance does not relieve the Client’s chief compliance officer from exercising independent and additional inquiries, investigations, analysis and judgments. RCC recommends that Client consider a mock regulatory review after resolving any issues identified through the Client’s document review and compliance program assessment
- Upon initial presentment and prior to using with a securities regulator, investment advisory clients or the public, Client will thoroughly review all investment advisor documents prepared by RCC to ensure that such documents are factually accurate and consistent with Client’s actual practices. Client will ensure that all documents have been fully customized to be consistent with Client’s actual business model. Additionally, Client will ensure that proposed documents make full and fair disclosure of all material facts necessary for informed decision making by investors, especially where a possible conflict of interest is involved, irrespective of whether such disclosure is called for by a specific item of a regulatory document. Client will immediately advise RCC of any inaccuracies, omissions of material facts or inconsistencies that Client finds in such documents. If Client does not understand any particular disclosure or term within such documents, Client will immediately inform RCC. Client understands that by providing any document prepared by RCC to clients, securities regulators, and the general public, Client is acknowledging the accuracy of the information contained in all such documents prepared by RCC and used by Client
- Client will provide detailed information to RCC regarding, but not necessarily limited to, Client’s preferred business model, investment advisory services, fee structure, and custodian or money

managers. Although RCC may discuss various options or offer examples regarding how the Client could structure its investment advisory services, Client understands RCC's expertise is limited to compliance matters

- Client will designate a principal or employee of Client to serve as the administrator of Client's IARD/Web CRD account. Client will authorize RCC to serve as a user of Client's IARD/Web CRD account
- Client will need to fund the IARD/Web CRD account
- Client understands that the Compliance Services do not include RCC verifying the existence and/or safekeeping of the assets held by Client or a third-party custodian. The Compliance Services will not include RCC contacting investment advisory clients of Client
- Client understands that the Compliance Services do **not** include RCC providing any evaluation of the suitability of asset allocations, investment and trading strategies or investment recommendations made by Client. Additionally, RCC does not conduct due diligence of investment products, securities issuers, fund managers, or other investment advisors utilized by Client. RCC does not offer investment advice.
- Client will retain legal counsel to prepare or review Client's investment advisory client agreement. RCC will not provide Client with any sample investment advisory client agreements and will not review any existing investment advisory client agreements presented by Client
- Fees paid to RCC will never cover any of the following: client's expense associated with acquiring a surety bond (if required by the Securities Regulator); the costs of registration, examination, licensing and user fees charged by the applicable Securities Regulators and IARD system; and the fees charged by other professionals, such as an accountant or lawyer, hired by Client
- Client will designate at least one individual at Client's firm to receive, review, and take action on newsletters and other electronic notices sent by RCC via email or RCC's client portal. Client acknowledges that such notices will include important information that could require Client's immediate action. RCC is not responsible for Client's failure to read, understand, or respond to important notices and communications sent by RCC.

Section 5. Client's Confidential Information

In carrying out its compliance consulting duties, RCC will acquire information of a confidential nature relating to Client's business activities and its investment advisory clients. Except as provided otherwise under Section 5 of this Agreement, RCC hereby agrees to maintain the confidentiality of Client's information and shall not use, publish, or otherwise disclose any such confidential information pertaining to Client without Client's express written consent.

RCC recognizes that Client may be subject to the provisions of the Securities and Exchange Commission's Regulation S-P, or other privacy rules promulgated under the Gramm-Leach-Bliley Act (the "GLBA"). RCC represents that it is a nonaffiliated third party service provider that is excepted from the Notice and Opt Out Requirements pursuant to the GLBA.

Client authorizes RCC to disclose, as reasonably necessary, confidential information about Client's business activities to the applicable securities regulators as part of the investment advisor registration process.

Nothing in this Section will diminish or restrict RCC's right, as later described in this Agreement, to use for the benefit of another party any materials that are the same (except for Client's name, CRD number or associated persons' names) as or similar to the materials prepared by RCC for Client under this Agreement.



Section 6. Non-Exclusive Relationship with RCC

(a) RCC may have other compliance consulting clients that are competitors of Client. RCC may also have compliance consulting clients that have a business alliance, broker-dealer or vendor relationship with Client or Client's associated persons.

(b) RCC may refer Client to other compliance consulting clients of RCC and other firms such as introducing broker-dealers, third-party asset management platforms and custodians. RCC does not receive compensation from these parties for such referrals; however, these firms periodically refer prospective compliance consulting clients to RCC.

Section 7. Nature of Compliance Consulting Relationship

- RCC shall act as an independent contractor.
- RCC is a compliance consulting firm. Although RCC has an affiliate that is a law firm and RCC may have an individual on its staff that is also licensed as an attorney offering legal services in a completely separate capacity and through a different entity, RCC is **not** a law firm or an attorney and does **not** provide legal services.
- In general, a licensed attorney is regulated by his or her state supreme court through the use of rules of professional conduct, minimum education and examination requirements and a disciplinary process. Unlike a client of an attorney, a client of RCC will not receive the advantages of such regulatory oversight since the compliance consultant occupation is not licensed by state government.
- A compliance consulting relationship with RCC is **not** provided those legal and professional protections that normally exist under an attorney-client relationship such as the following: (i) privileged communication between an attorney and client; (ii) the requirement for an attorney to use a client trust account for safekeeping of legal fees paid in advance by a client; (iii) the requirement for an attorney to maintain professional liability insurance; or (iv) prohibitions preventing an attorney from having impermissible relationships with clients, representing other persons with conflicting interests, receiving referral fees from third-party vendors, or prospectively limiting liability for malpractice through a contractual provision in a client agreement.
- Unlike an attorney, RCC does not utilize a client trust account for the retainer or consulting fees paid in advance by a client, and consequently this arrangement with RCC lacks the safeguards associated with an attorney's client trust account. Due to limitations in the software used by RCC to prepare invoices, there may be references located on requests and/or invoices to a "trust" account; however, Client acknowledges that despite any such references, RCC does not utilize a client trust account. Unlike an attorney, RCC does not maintain professional liability insurance. Unlike an attorney, RCC is utilizing a contractual provision within this Agreement to limit the extent of its liability for malpractice so as not to exceed the fees paid by Client to RCC.
- If RCC provides Client with comments regarding an investment advisory client agreement, this does not constitute and should not be deemed as legal advice. Such comments provided by RCC are not a substitute for a review, revision and approval of Client's investment advisory client agreement by an attorney in Client's jurisdiction. Client understands that any comments provided by RCC regarding Client's investment advisory client agreement have **not** been prepared by an attorney to comply with the laws of Client's local jurisdiction. Client acknowledges that by relying upon comment provided by

RCC without local legal counsel's review and approval, Client is undertaking the risk that such sample investment advisory client agreement is not legally enforceable and may fail to best protect Client's interests.

- In the event that a securities regulator initiates an enforcement proceeding against Client claiming Client violated applicable law. Client will need to retain legal counsel to represent Client before the securities regulator. Although RCC may serve as an expert resource to Client and Client's legal counsel regarding industry practices, RCC is not a substitute for retaining appropriate legal counsel.
- RCC strongly recommends that prior to executing this Agreement, Client should retain an attorney, who is not affiliated with RCC, to review and provide Client with independent advice regarding the terms of this Agreement.

Client's Initials

Section 8. Non-Solicit of RCC Employees

Without the written consent of the president of RCC, during the term of this Agreement and for a period of twelve months after this Agreement's termination, Client and Client's affiliates will **not** engage in any of the following activities: (1) directly or indirectly solicit, contact, negotiate with, or in any manner attempt to induce any individual, who is currently employed by RCC and personally works or worked with Client while affiliated with RCC, to terminate his or her employment with RCC; nor (2) hire or engage any individual, who is currently employed with RCC and personally worked with Client while at RCC, as an employee or a compliance consultant (outside of an engagement through RCC). Under no circumstances will this section prevent a Client from soliciting or hiring a current or former RCC employee, who is licensed as an attorney, to serve as the Client's attorney.

Section 9. Not Work Made for Hire

(a) RCC shall retain sole ownership of the copyright of all materials prepared by RCC under this Agreement. After removing Client's name, Client's CRD number and the names of Client's associated persons, RCC may use the materials prepared by RCC under this Agreement for parties or investment advisors other than Client without any limitations, restrictions or charges to RCC. Under **no** circumstances shall any materials prepared by RCC pursuant to the Agreement constitute works made for hire under copyright law. Client will execute any necessary forms or papers that RCC considers necessary to secure RCC's copyright with no charge to RCC.

(b) RCC shall grant Client a limited, non-exclusive license to use the materials prepared by RCC under this Agreement in the following manner and under only these conditions:

(i) Client may make copies of the materials prepared by RCC under this Agreement if Client preserves RCC's copyright notice on the copies of such materials;

(ii) Client may provide the above described copies of the materials prepared by RCC under this Agreement to Client's existing and prospective investment advisory customers, the custodians of investment advisory accounts managed by Client, any broker-dealer with supervisory responsibility of an associated person of



Client, a sub-advisor, co-advisor or solicitor subject to a written solicitor arrangement or investment advisor agreement with Client, any attorneys and accountants retained by Client, any securities regulator with jurisdiction over Client, filings for Client's investment advisor through the Investment Adviser Registration Depository ("IARD") system and/or as otherwise required by law;

(iii) Client may utilize materials previously prepared by RCC under this Agreement for the purpose of preparing new materials solely for Client's investment advisor;

(iv) Client may **not** use or distribute for use the materials prepared by RCC under this Agreement for use or modification by any other investment advisor. Client may **not** sell the materials prepared by RCC under this Agreement. Client may **not** prepare new materials for any other investment advisor based upon the materials previously prepared by RCC under this Agreement; and

(v) Client may **not** transfer, assign or sell this limited, non-exclusive license to a third-party (except for Client's parent, subsidiary, affiliate or successor) without RCC's written authorization.

Section 10. No Third-Party Beneficiary

This Agreement and the services provided under this Agreement are for the exclusive benefit of Client. The materials prepared under this Agreement are not provided for the benefit of a third-party such as a broker-dealer, custodian, or investment advisor that has a business relationship with Client or an individual or entity who is a recipient of Client's investment advisory services.

Section 11. Not Intended to Detect Fraud

Client understands that the services provided under this Agreement are not intended to detect or prevent fraud including but not limited to bribery, extortion, identity theft, forgery, misrepresentation, collusion to circumvent internal controls, selling away, Ponzi schemes, insider trading, undisclosed outside business activities, inaccurate or false fee calculations, a loan, unauthorized disbursement, theft, embezzlement, misappropriation or unlawful conversion by Client or Client's owners, directors, officers, employees, investment adviser representatives, custodians, third-party money managers, vendors or outside professionals.

Client's Initials

Section 12. Miscellaneous

- The parties may execute this Agreement on any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.
- If any part, term or provision of this Agreement is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be illegal or invalid.
- Force Majeure. In the event either party is unable to perform its obligations under the terms of this



Agreement because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control, such party shall not be liable for damages to the other party resulting from such failure to perform or otherwise from such causes.

- Section and paragraph headings in this Agreement are included for convenience only and are not to be used to construe or interpret this Agreement.
- Representation of Signatories. Each of the undersigned expressly warrants and represents that they have full power and authority to sign this Agreement on behalf of the party indicated and that their signature will bind the party indicated to the terms hereof

Section 13. Acknowledgements, Disclosures, Limitations, Requirements & Terms of Schedules & Addendums

Client has read, understands and agrees to the acknowledgements, disclosures, limitations, requirements, and terms made by RCC to Client within the attached Schedules and Addendums or any RCC revisions of these documents provided to Client.

Section 14. Limitation of Liability

IN NO EVENT WILL RCC'S AGGREGATE LIABILITY TO CLIENT FOR ANY AND ALL CLAIMS RELATING TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE FEES PAID BY CLIENT FOR THE SERVICES PROVIDED UNDER THIS AGREEMENT.

Section 15. Client Should Independently Evaluate Whether to Hire RCC

Client understands that the determination to use a third-party compliance services provider is an important decision and should **not** be based solely upon advertisements or self-proclaimed expertise. RCC has **not** been certified by an agency or board as a specialist or expert in investment advisor compliance. Client acknowledges that RCC recommended that Client conduct an independent investigation and evaluation of RCC prior to executing this Agreement.

The determination to use a third-party compliance services provider is an important decision and should **not** be based solely upon advertisements or self-proclaimed expertise. A description or indication of limitation of RCC's compliance services does **not** mean that an agency or board has certified RIA Compliance Consultants, Inc. as a specialist or expert in investment advisor compliance. All potential clients are urged to make their own independent investigation and evaluation of RIA Compliance Consultants, Inc.

Section 16. Agree to Above Terms of Engagement

The parties hereto agree to the above terms and have caused this Agreement to be executed in their names and on their behalf by and through their duly authorized persons.

Client's Initials



RIA Compliance Consultants, Inc.

Schedule 1 - Disclosures to Client & Compliance Service Limits

The following are important disclosures and limitations related to the service provided by RIA Compliance Consultants, Inc. ("RCC") and acknowledgements by Client under this Agreement.

1. **No Guarantees.** RCC will make every reasonable effort to provide the services described in this Agreement. However, there is **no** guarantee that consulting work performed by RCC will be favorably received by the Securities Regulator. Likewise, RCC offers **no** assurances that RCC will identify the same issues, concerns, deficiencies or violations raised by the Securities Regulator. Finally, Client acknowledges that there may be new business models and/or practices utilized by Client which have not been scrutinized by the Securities Regulator in the past and subject to published guidance or enforcement actions, and RCC is **not** offering any guarantees or assurances that it will identify the investment adviser compliance issues associated with such new business models and practices utilized by Client.
2. **Not Serving as CCO or Supervisor.** RCC will not serve as Client's chief compliance officer. RCC's role is strictly in an advisory only capacity. RCC will not be responsible for the supervision of Client or its associated persons. Client and Client's chief compliance officer may **not** delegate, assign **nor** outsource any supervision task or duty to RCC. Under no circumstances will RCC serve as the *primary* reviewer of, but not necessarily limited to, the personal securities transactions of Client's supervised and/or access persons, the Client's email and other written correspondence with its clients, the Client's advertising and marketing materials, and the Client or its associated persons outside business activity requests. To the extent RCC reviews any such materials, RCC will provide its comments and recommendations to the Client's chief compliance officer or his/her designee. To the extent that Client has requested a review and/or comments from RCC and Client does not receive any comments from RCC, it will be solely Client's responsibility to check with RCC regarding the status of any review and comments. RCC's review and/or comments should not be considered by Client to be an approval or denial of the issue nor a substitute for an actual review by Client's chief compliance officer and/or his/her designee within the firm. Client's chief compliance officer or his/her designee within the firm is solely responsible for resolving any issues related to RCC's comments, following up with RCC if necessary, implementing RCC's recommendations (if Client so desires) and maintaining the final approval or denial of such materials and retain all records associated with such reviews (including RCC's comments should Client choose to retain RCC's comments) for Client's files. RCC will not necessarily identify all of the issues, concerns, deficiencies or violations that might be raised by the Securities Regulator.
3. **Not Incorporating/Forming Entity.** RCC does not assist with establishing or maintaining organizational entities such as a corporation, limited liability company, general partnership and limited partnership. RCC recommends Client discuss such matters with its attorney and accountant
4. **Not an Accounting Firm.** Since RCC is **not** an accounting firm or a CPA and does **not** provide accounting or tax advice, RCC will **not** prepare any of the financial statements that may be required by a securities regulator. RCC does **not** compile, prepare, certify or audit financial statements. RCC does not advise Client nor verify whether Client is meeting applicable net capital requirements or whether Client is in a precarious financial condition. RCC does **not** conduct audits for the purpose of meeting



state or SEC custody requirements of investment advisors. **Nor** will any work performed by RCC consist of a review of the internal controls of the Client in accordance with AICPA Statement on Auditing Standards No. 70, or any other authoritative literature. RCC does **not** perform forensic accounting for purposes of detecting fraud by Client or Client's owners, directors, officers, employees, investment adviser representatives, custodians, third-party money managers, vendors or outside professionals. RCC does not calculate or verify investment performance of Client or any third-party investment advisors or investments.

5. **Net Capital Requirements.** If Client is a state registered investment adviser, Client acknowledges that (a) the state may have a net capital requirement for investment adviser and require Client to submit (initially and annually) financial statements to the state, and (b) it is Client's obligation to check with the state as to the state's net capital requirements and submit such financial statements as required by the state regulator. If Client is an SEC registered investment adviser, Client acknowledges that Client has an obligation to disclose promptly to its investment advisory clients if Client has a precarious financial condition. Client agrees to retain an accountant if Client has questions regarding net capital requirements or whether Client is in a precarious financial condition
6. **Adversarial Proceeding.** RCC will not represent Client at a formal administrative hearing or other legal proceeding
7. **Insurance Regulations.** RCC does not provide advice regarding insurance regulations or insurance licensing. To the extent that Client or its investment adviser representative refund financial planning fees or other investment advisory fees if insurance or an annuity is purchased through Client or its investment adviser representative, Client will be solely responsible for checking with the applicable state insurance regulator to determine whether this is considered a prohibited activity of rebating an insurance/annuity policy
8. **Private Equity.** To the extent that Client or its affiliate advises or manages a private equity fund, (i) the Services of RCC under this Agreement do not include evaluating whether the allocation of fees and expenses between the private equity fund and its investors has been properly and sufficiently disclosed to the fund or investors of the fund, and (ii) Client acknowledges its fiduciary responsibility to fully disclose to investors in the fund the fees and expenses paid by the funds and the method and manner in which Client allocates fees and expenses between Client, the fund, the portfolio companies of the fund, and/or the fund's investors
9. **Investment Advice.** RCC is not an investment adviser and does not provide investment advice. RCC does not evaluate the suitability of or risks associated with Client's investment advice or investment management provided to its investment advisory customer. RCC is not responsible for providing advice as to whether Client is acting in the best interests of any particular investment advisory customer. RCC is not a benchmarking service and does not determine whether Client's fees are reasonable. RCC does not provide due diligence services. RCC does not evaluate the investment performance of or risks posed by a particular security, sub-advisor, third-party money manager or investment platform.
10. **Registration.** The Compliance Service under this Agreement does not include an analysis or opinion of whether Client is exempted from registration as an investment advisor, broker-dealer, or investment company.

Client acknowledges that certain solicitor activities on behalf of a private fund and/or private fund manager may constitute acting as a broker-dealer under the Securities Exchange Act of 1934 as amended depending upon the facts. Client further acknowledges such analysis and advice regarding this issue is outside the scope



of the Compliance Services under this Agreement, and to the extent that Client provides solicitor services to a private fund or utilizes solicitors for a private fund, Client agrees to retain legal counsel to provide advice to Client regarding the broker-dealer registration requirements.

11. **Broker-Dealer Regulations.** Unless agreed upon otherwise in writing by RCC's president, RCC does not provide advice regarding federal and state laws and regulations and self-regulatory organization (e.g. FINRA) rules for broker-dealers and registered representatives/securities agents of broker-dealers
12. **Security.** RCC does not provide advice regarding whether a financial product constitutes a "security" under state or federal law or can be exempted from registration. RCC does not prepare securities offering documents such as a prospectus or private placement memorandum. RCC does not provide advice regarding the distribution of security products under state and federal securities laws
13. **ICA '40.** Unless agreed upon otherwise in writing by RCC's president, RCC does not provide advice or compliance consulting regarding the regulations under the Investment Company Act of 1940
14. **Fiduciary Duty.** Client understands that an investment advisor has a fiduciary duty to its clients. In general terms, an investment advisor has an affirmative duty of utmost good faith to act solely in the best interests of the client and to make full and fair disclosures of all material facts. The parameters of an investment adviser's duty depend upon the scope of the advisory relationship and generally are considered to include the following among others
 - Having a reasonable, independent basis for investment advice;
 - Providing only investment advice that is suitable to each individual client's needs, goals and objectives, and personal circumstances;
 - Exercising reasonable care to avoid misleading clients;
 - Being loyal to the client and acting in good faith;
 - Obtaining best execution when implementing the client's transactions where the investment adviser representative has the ability to direct brokerage transactions for the client;
 - Making full and fair disclosure to the client of all material facts and when a conflict of interest or potential conflict of interest exists and taking reasonable measures to mitigate such conflict of interest;
 - Place the interests of clients first;
 - Treat all clients fairly; and
 - Maintain the confidentiality of client information

Client understands that if Client provides investment advisory services through an investment adviser representative who is also an insurance agent and/or registered representative of a broker-dealer and such investment adviser representative discusses advisory, broker-dealer and insurance services and products in combined fashion at a single meeting (depending upon the facts and circumstances), there is a risk that an investment advisory client or a securities regulator may try to hold Client and/or such investment adviser representative as a fiduciary as it relates to these other non-advisory capacities (e.g., insurance, broker-dealer). Client acknowledges that the services of RCC do not include providing compliance advice as to Client about how to provide such non-advisory services or products in accordance with any fiduciary duty or applicable standard of care.

15. **Custody.** The services under this Agreement do not include verifying existence and/or safekeeping of the assets held by Client or a third-party custodian
16. **Exam by Securities Regulator.** Client understands that an actual examination of Client's investment



advisor by a securities regulator is likely to be more staff intensive and broader in scope than the service offered by RCC or alternatively much more focused and deeper than the services offered by RCC, and consequently, a securities regulator is likely to detect deficiencies, which were not uncovered during assessment of Client's investment advisory documents or compliance program as part of the services under this Agreement. The services under this Agreement do **not** replicate an actual routine, focused, sweep or for cause investment advisor examination by Securities Regulator. An on-site examination by a securities regulator could last from three days to several weeks. It is common for the securities regulator to utilize several staff members for a routine on-site examination, and these staff members may have extensive expertise in accounting, operations, and investment and trading strategies, which are areas that are not covered by RCC when providing services under this Agreement. Furthermore, a securities regulator may devote an unlimited number of hours to a routine examination of Client.

17. **Forensic Testing.** Client understands that RCC does **not** conduct forensic testing as part of the services under this Agreement, and RCC relies upon self-disclosures and representations made by Client's investment adviser representatives, staff and officers without independent or additional verification. Unlike the typical practices of securities regulator during an investment advisor examination, RCC will accept sample documents provided by Client's investment adviser representatives, staff or officers in lieu of actual documents gathered by RCC or retrieved from third-parties
18. **Suitability/Due Diligence.** The Compliance Service does **not** include any evaluation of the suitability of asset allocations, investment and trading strategies or investment recommendations made by Client. Additionally, RCC does **not** conduct due diligence of investment products, securities issuers, fund managers, or other investment advisers utilized by Client. *RCC does not offer investment advice*
19. **Disclosure Language Provided by Third-Parties.** To the extent that a third-party (e.g., qualified custodian, wrap sponsor, TAMP sponsor, outside money manager, sub-adviser, independent broker-dealer of the Client's IARs, or vendor) provides sample disclosure language or edits for Client's Form ADV, RCC is **not** responsible for verifying the accuracy of such disclosure language/edits and may rely upon such sample disclosures/edits from the third-party without further investigation/review. Client acknowledges that it is solely Client's responsibility to review (and revise as necessary) such sample disclosure language/edits from a third-party for accuracy and consistency with Client's actual business practices.
20. **Accuracy of Info Provided to RCC.** Client recognizes the value and usefulness of the services of RCC are dependent upon the accuracy and completeness of the information provided by Client to RCC. Client will provide RCC with all requested information and documents that RCC may request. As it relates to the issues raised by Client, Client will affirmatively disclose to RCC (without RCC making a specific request) the following: (a) any deficiencies or violations (known to Client or Client's executives, staff or investment adviser representatives) of Client's code of ethics or supervisory procedures and policies; (b) any deficiencies or violations (known to Client or Client's executives, staff or investment adviser representatives) of applicable rules, regulations or laws; (c) any current or prior inquiries or investigations by Client regarding violations of Client's code of ethics or supervisory procedures and policies, any rules, regulations and laws, or industry practices; (d) any current or prior customer disputes, arbitrations or lawsuits related to Client or Client's executives, staff or investment adviser representatives; (d) any advice obtained by Client from a third-party compliance consultant or legal counsel that is inconsistent with RCC's recommendations; (e) any regulatory or criminal inquiries,

investigations or proceedings regarding Client or Client's owners, directors, officers, employees, investment adviser representatives, custodians, third-party money managers or vendors; and (f) any known allegation of fraud or suspected fraud committed by Client or a current or former executive, staff member or investment adviser representative of Client. Since RCC will rely upon Client and Client's executives, staff and/or investment adviser representatives to discharge the foregoing responsibilities, Client holds harmless and indemnifies RCC, its owners, officers and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a misrepresentation or omission by an executive, staff or investment adviser representative of Client that has caused, in any respect, RCC's breach of contract or negligence. This provision will survive termination of this Agreement.

RCC will **not** be responsible for the verification of the information and documentation provided by Client. RCC will **not** be responsible for verifying the accuracy or truthfulness of any information, document or statements provided by the owners, directors, officers, employees, investment adviser representatives, custodians, third-party money managers, vendors or outside professionals (such as attorneys and accountants) of Client. RCC will not be responsible for verifying statements in the Form ADV are accurate and truthful. Client will be solely responsible for verify the accuracy and truthfulness of all documents prepared by RCC on Client's behalf.

Client acknowledges that Client is solely responsible for both (a) identifying and bringing to RCC's attention Client's business practices and outside business activities which are in conflict with an investment advisory client's interest and/or Client's fiduciary duty and (b) then verifying that any such conflicts have been eliminated or disclosed and mitigated and that Client is meeting its fiduciary duty. RCC offers no assurances that RCC will identify revenue streams, business practices, arrangements and/or outside business activities which are in conflict with an investment advisory client's interest or otherwise a breach of Client's fiduciary duty; moreover, due to the nature of a consulting relationship, RCC anticipates that depending upon the circumstances, there will be some conflicts of interest and/or breaches of fiduciary duty which RCC does not identify to Client. RCC is not a substitute for Client and Client's directors, officers, managers, employees and representatives from regularly and carefully reviewing Client and its affiliate's sources of revenue, business practices, arrangements and outside business activities for purposes of identifying conflicts of interest and breaches of fiduciary duty.

21. Continuously Review/Update Form ADV & Verify Its Truthfulness - Client's Responsibility.

Client acknowledges that the Form ADV is essentially a "living and breathing" document which needs to be reviewed regularly and personally by Client's management and continuously updated by Client as personnel, services, fees, vendor relationship and business practices change and certain events take place. Client is aware that a securities regulator will hold Client accountable for the accuracy, truthfulness, timeliness and completeness of the descriptions and disclosures in Client's Form ADV documents. RCC will **not** be responsible for verifying the accuracy or truthfulness of any information, descriptions or disclosures on the Form ADV. Client will be **solely** responsible for verifying the accuracy and truthfulness of all draft and final versions of the Form ADV documents prepared or filed by RCC on behalf of Client. Client will verify all draft and final versions of the Form ADV are consistent with Client's actual business practices and arrangements. Client will review promptly all draft and final versions of the Form ADV documents prepared or filed by RCC and immediately advise RCC in writing of any inaccuracies related to such documents. Client agrees to read the Securities Regulator's separate

questions and underlying instructions/guidance of each item when reviewing the Form ADV, and Client acknowledges that failure by Client to read such separate instructions of the Securities Regulator when reviewing an answer or disclosure language on the Form ADV could result in inaccurate or material omissions to the Form ADV

22. **Implementing RCC Recommendations.** RCC will not be responsible for verifying whether Client implemented any recommendation made by RCC to Client. To the extent that Client requested RCC review a document and/or provide guidance on a topic and Client has not received such review and/or guidance from RCC, Client will be solely responsible for following up with RCC in writing regarding the status of such review or guidance
23. **Contrary Compliance Advice.** If Client receives research, analysis, advice or opinion from a regulator, internal legal or compliance department and/or third-party compliance consultant, attorney or compliance department of a broker-dealer/qualified custodian/sub-adviser/outside money manager/vendor (collectively referred to as “third-party compliance professional”) regarding the same or a similar question, issue or topic in which RCC also provided Client with research, analysis, advice or opinion and such third-party compliance professional made comments or provided advice, recommendations or conclusions that differ from RCC, Client will disclose promptly the content and details of such third-party compliance professional’s research, analysis, advice or opinion to RCC in order for RCC to determine whether RCC needs to clarify its guidance. RCC does not guarantee that it will identify all potential compliance issues related to certain questions, issues or topics, and failure by Client to share the above information from a third-party compliance professional prevents RCC from identifying potential blind spots and helping Client address potential issues or risks
24. **Non-Solicit/Employment Law.** RCC does not provide advice or guidance (and Client will not rely upon RCC under any circumstances) regarding whether Client or Client’s associates are violating any legal obligation (e.g., non-compete, non-solicit of clients, duty of loyalty, privacy policy, confidentiality agreement, trade secrets and/or unapproved outside business activity) to a current or former employer, investment adviser firm or broker-dealer. RCC strongly recommends that Client and Client’s associates retain local legal counsel to advise Client and Client’s associates regarding any such legal obligations to a current or former employer, investment adviser firm or broker-dealer
25. **Not Cybersecurity Expert.** RCC is not an expert in information technology (“IT”) or information security. Employees of RCC are not trained or certified in IT or information security. Client understands that RCC’s compliance consultants are not information security consultants but merely lay people with no technical expertise in IT or information security. RCC does not provide information security risk assessments, audits of information security plans or penetration testing of Client’s systems. RCC and its Services are not a substitute for retaining an information security or IT consultant to identify cybersecurity risks and advise and assist Client with Client’s information security plan and practices
26. **Client Must Be Pro-Active.** Client is responsible for staying current on regulatory developments. In order to stay current on such regulatory developments, Client should subscribe to (and buy if not part of the Service’s under this Agreement) and review each month RCC’s newsletter, latest sample forms/compliance manual sections and monthly module for RCC’s compliance review tool and attend RCC’s monthly compliance webinars and annual compliance conference. However, Client understands that RCC’s Services under this Agreement do not include monitoring and reporting on latest regulatory developments. As a result, Client should monitor directly announcements of new rules, risk alerts, examination priorities and enforcement actions made by the securities regulators with jurisdiction over Client’s investment advisory activities; RCC recommends Client sign-up for the applicable securities



regulator's newsletters and regularly visit (each quarter) the website of the securities regulator for new regulatory developments, and Client should ensure that Client's email addresses listed on the Form ADV Part 1 are current and that the securities regulator's email address has been added to the white list of the Client's email provider. Client understands that to the extent that RCC reports a regulatory development to Client, such reporting is not comprehensive of all regulatory developments. Client is aware that RCC will not contact Client regarding every new regulatory development. Client is solely responsible for identifying those topics, issues or questions that it desires assistance or advice from RCC.

Client understands that RCC does not serve as a supervisory principal, the compliance department or the chief compliance officer of Client. Client's compliance with applicable laws and rules for an investment adviser is **not** being outsourced to RCC under this Agreement. In order to meet Client's regulatory obligations, Client's executive officers and staff must devote significant time and focus to compliance each week and be actively involved in Client's compliance program. Client's executive officers and staff are solely responsible under this Agreement for whether Client is meeting its regulatory obligations.

27. **Conflicts of Interest.** Client acknowledges and understands that a conflict of interest is a scenario where a person or firm has an incentive to serve one interest at the expense of another interest or obligation; in other words, a conflict of interest could be (a) serving the interest of the investment adviser firm over the client, (b) serving the interest of one client over another client, or (c) an employee or group of employees serving their own interests over the firm or its clients.

Furthermore, Client acknowledges that Client as an investment adviser has a fiduciary duty to eliminate conflicts of interest and prevent an investment adviser from taking unfair advantages of a client. If a policy or practice, internal or external business relationship/arrangement or outside business activity creates a conflict of interest, Client is fully aware that Client must make full and fair disclosure of all material facts and mitigate the conflict of interest, and Client must act in client's best interest at all times.

Client acknowledges that regulatory focus and priorities change over time and whether a securities regulator views a conflict of interest as especially problematic for an investment adviser can change from year to year. Likewise, a securities regulator's expectation of acceptable disclosures/mitigations by an investment adviser also can change from time to time. Due to this ever changing environment, Client should regularly review and re-review its business practices for conflicts of interest on a regular basis in light of the most recent regulatory developments.

Although RCC may assist Client with identifying conflicts of interest, RCC does not take responsibility for identifying, disclosing and mitigating conflicts of interest. Regardless of any assistance or advice provided by RCC, Client is solely responsible for identifying conflicts of interest and disclosing/mitigating such conflicts and correspondingly re-reviewing its policies/practices, business relationships/arrangements and outside business activities for conflicts of interest.

RCC strongly recommends that Client make every attempt to **avoid** and **prohibit** any internal policy, procedure or practice, internal or external business relationship/arrangement with an affiliate or third-party or outside business activity of supervised persons which creates a conflict of interest. Client acknowledges that it is solely Client's responsibility to identify and determine whether to avoid/prohibit a particular conflict of



interest. To the extent Client does not avoid/prohibit the policy, procedure, practice, relationship/arrangement or outside business activity creating the conflict of interest, Client acknowledges that an investment adviser firm must explicitly disclose, in writing, all conflicts of interest using robust and reasonable disclosure language that the investment adviser firm's investment advisory clients will fully and sufficiently understand in a clear and concise manner, and Client must also disclose its policies and procedures to control for and mitigate the conflicts of interest so Client is able to evidence that it is acting in the investment advisory client's best interest. Any assistance or advice provided by RCC regarding the identification of a conflict of interest, the drafting of disclosure language/mitigation procedures of a conflict, or the assessing/testing of such disclosure/mitigation of a conflict is **not** a recommendation, endorsement or safe harbor by RCC that Client should engage in such conflict of interest. RCC offers **no** assurance that any advice, draft language or procedure or assessment/test provided by RCC with respect to a conflict of interest will be effective and meet the expectations of a securities regulator. In the opinion of RCC, the most prudent practice is for Client to avoid and prohibit any policy/procedure, internal or external business relationship/arrangement with affiliates or third-parties or outside business activity which creates a conflict of interest.

Client's Initials

RIA COMPLIANCE CONSULTANTS, INC.

MINIMUM FIXED FEE SCHEDULE

Annual Compliance Program Packages

To the extent that Client is currently subscribed to a standard (non-customized) Annual Compliance Program package of RCC, the following is the monthly rate for the packages listed below which will be effective upon the renewal date of the Annual Compliance Program:

- Value Package is \$200 per month for 12 months;
- Bronze Package is \$240 per month for 12 months;
- Silver Package is \$295 per month for 12 months;
- Gold Package (with 5 budgeted consulting hours) is \$525 per month for 12 months; and
- Gold Package (with 10 budgeted consulting hours) is \$630 per month for 12 months

Sample Forms

To the extent that Client requests a sample form available on RCC's Online Store for Compliance Tools and Services or requests RCC customize such a sample form, RCC may charge Client the current published price for the sample form (if not available to Client under Client's current annual compliance program subscription) plus the additional hourly work by RCC's staff to discuss such form with Client and customize the sample form to Client's specifications and/or requirements.

Hourly Rates

To the extent that Client is subject to an hourly fee arrangement or has exceed budgeted consulting hours (or



is outside the scope of services) under a fixed fee arrangement and is currently subject to an hourly fee arrangement with RIA Compliance Consultants, Inc. ("RCC"), the following are the current hourly rates of RCC's staff:

- President of RCC (i.e., Bryan Hill) is \$335 per hour;
- Senior Compliance Consultant of RCC is \$255 to \$300 per hour depending upon the particular Senior Compliance Consultant (e.g., Jarrod James is \$295 per hour, Tom Zielinski is \$265 per hour and Teresa O'Grady or Tammy Emsick is \$255 per hour);
- Compliance Consultant of RCC is \$175 to \$250 per hour depending upon the particular Compliance Consultant (e.g., Kaylee Engel is \$185 per hour, and Colin Hill is \$175 per hour);
- Compliance Analyst of RCC is \$125 to \$170 per hour depending upon the particular Compliance Analyst (e.g., Melanie Howard is \$135 per hour); and
- Compliance Specialist of RCC is \$95 per hour

Tasks/Activities Subject to Minimum Fixed Fee

To the extent that Client is subject to an hourly fee arrangement or has exceed budgeted consulting hours (or is outside the scope of services) under a fixed fee arrangement and is currently subject to an hourly fee arrangement with RCC and RCC performs a task/activity or set of tasks/activities listed below on the Minimum Fixed Fee Schedule, Client will be charged the greater of the hourly fees incurred using the current hourly rates or the minimum fixed fee listed below on the Minimum Fixed Fee Schedule. RCC reserves the right to add, change and delete the tasks/activities and corresponding fees of the Minimum Fixed Fee Schedule effective immediately upon RCC giving client notice of applicable additions, changes or deletions.

Investment Adviser Representative Documents

- ADV2B & U4 with Fingerprint or F/U – If RCC prepares Form ADV Part 2B Supplement Brochure and Form U4 in jurisdiction requiring fingerprints or follow-up with the securities regulator, there is a minimum fixed fee of \$400 per investment adviser representative.
- ADV2B & U4 New – If RCC prepares Form ADV Part 2B Supplement Brochure and Form U4 for an individual lacking a CRD profile or has not been registered through CRD during the prior two-year period, there is a minimum fixed fee of \$350 per investment adviser representative.
- ADV2B & U4 Pre-Existing – If RCC prepares the Form ADV Part 2B Supplement Brochure and Form U4 for individual that has a current CRD report and is affiliating with Client as an investment adviser representative, there is a minimum fixed fee of \$300 per investment adviser representative.
- ADV2B Only – If RCC prepares only the Form ADV Part 2B Supplement Brochure for an individual (and not the Form U4), there is a minimum fixed fee of \$200 per investment adviser representative.
- U4 with Fingerprint or F/U – If RCC prepares Form U4 in jurisdiction requiring fingerprints or follow-up with the regulator, there is a minimum fixed fee of \$275 per investment adviser representative.
- U4 New – If RCC prepares a Form U4 (and no Form ADV Part 2B) for individual without a CRD profile or has not been registered through CRD during the prior two-year period, there is a minimum fixed fee of \$225 per investment adviser representative.
- U4 Pre-Existing – If RCC prepares a Form U4 for an individual that has a current CRD report and is affiliating with Client as an investment adviser representative, there is a minimum fixed fee of \$175 per investment adviser representative.



- U4 Amendment – If RCC prepares an amendment to the Form U4 for an investment adviser representative currently affiliated as an investment adviser representative of Client, there is a minimum fixed fee of \$85.
- U5 Clean – If RCC prepares a Form U5 for an individual without any “yes” requiring a DRP, there is a minimum fixed fee of \$125.
- U5 with “Yes” Answer – If RCC prepares a Form U5 for an individual with a “yes” answer requiring a DRP, there is a minimum fixed fee of \$300.

Advertising

- Advertising Review of Business Card/Letterhead – If RCC prepares an advertisement review of a business card or stationary letterhead, there is a minimum fixed fee of \$75 per business card or stationary letterhead piece.
- Advertising Review of Marketing Piece without Investment Performance – If RCC prepares an advertisement review of an advertisement, sales literature, newsletter or marketing piece which does not include investment performance, there is a minimum fixed fee of \$150 per advertisement/sale literature/marketing piece.
- Advertisement Review of Website – If RCC prepares an advertisement review of a website which does not include investment performance, there’s a minimum fixed fee of \$350 per website.
- Advertisement Review of Investment Performance – If RCC prepares an advertisement review of an advertisement, website, sales literature, newsletter or marketing piece which includes Client’s investment performance, there is a minimum fixed fee of \$500.
- Sample Website Disclosures – If RCC provides sample website disclosure language, which is not customized to Client and does not include a review of the website content, there is a minimum fixed fee of \$250.
- Sample Investment Performance Disclosures – If RCC provides sample investment performance disclosure language, which is not customized to Client and does not include a review of the advertisement, website, sales literature, newsletter, or marketing piece, there is a minimum fixed fee of \$300.

Other Registration Documents & Filings

- ADV1 Other-Than-Annual Amendment – If RCC prepares an Other-Than-Annual Amendment to the Form ADV Part 1, there is a minimum fixed fee of \$85.
- ADV1 Annual Amendment & IARD Renewals – If RCC prepares the Annual Form ADV Part 1 Amendment and IARD Renewals, there is a minimum fixed fee of \$995, unless otherwise specified in the agreement for services. However, if Client and/or its affiliates sponsor or manage a private investment fund or pooled investment vehicle, there is a minimum fixed fee of \$1,295 plus \$225 for each additional private fund or pooled investment vehicle sponsored or managed by Client and/or its affiliates after the first private fund or pooled investment vehicle.
- ADV1 Annual Amendment Only – If RCC only prepares the Annual Form ADV Part 1 Amendment without IARD Renewals, there is a minimum fixed fee of \$795. However, if Client and/or its affiliates sponsor or manage a private investment fund or pooled investment vehicle, there is a minimum fixed fee of \$1,095 plus \$225 for each additional private fund or pooled investment vehicle sponsored or managed by Client



and/or its affiliates after the first private fund or pooled investment vehicle.

- ADV-W Full – If RCC prepares a Form ADV-W (Full Withdrawal), there is a minimum fixed fee of \$595.
- ADV-E – If RCC prepares a Form ADV-E to identify the public accountant which will conduct a surprise verification audit, there is a minimum fixed fee of \$100.
- ADV-W Partial – If RCC prepares a Form ADV-W (Partial Withdrawal), there is a minimum fixed fee of \$200.
- Exempt Reporting Adviser Annual Amendment – If RCC prepares a Form ADV 1A Annual Amendment for Client as an Exempt Reporting Adviser, there is a minimum fixed fee of \$775 plus \$225 for each additional private fund or pooled investment vehicle sponsored or managed by Client as an Exempt Reporting Adviser after the first private fund or pooled investment vehicle and an additional \$225 if Client is located in a state which charges an ERA renewal fee.
- Form BR – If RCC prepares Form BR, there is a minimum fixed fee of \$120. (Any follow-up questions or requests from the state regulator are handled on an hourly basis.)
- IARD Renewals Only – If RCC prepares the IARD Annual Renewals (without the Annual Form ADV Amendment), there is a minimum fixed fee of \$250.
- Notice File – If RCC prepares an amendment to Form ADV Part 1A to notice file in a jurisdiction, there is a minimum fixed fee of \$85.
- Other State Registration – If RCC prepares the cover letter to other than home state regulator to register as a state registered investment adviser and miscellaneous forms required by state (except balance sheet), there is a minimum fixed fee of \$495. Any subsequent changes or requests by the state regulator are handled at an hourly rate.
- Switch State to SEC – If RCC prepares the Form ADV to switch from state registration to SEC registration, there is a minimum fixed fee of \$900.
- Wrap Fee Program Brochure – If RCC prepares a Form ADV Part 2A Appendix 1 Wrap Fee Program Brochure, there is a minimum fixed fee of \$795.
- 13F New Edgar Account & Initial Filing – If RCC assists Client in establishing a new Edgar account or new account with a third-party filing service and preparing an initial Form 13F filing, there is a minimum fixed fee of \$350.
- 13F Existing Edgar Accounting for Quarterly Filing – If RCC assists Client (who has an existing Edgar account and account with a third-party filing service already established) with a quarterly Form 13F filing, there is a minimum fixed fee of \$250.

Client's Initials

RIA Compliance Consultants Inc.

Schedule 4 - Sample Forms Disclosure

Please understand that the sample documents outlined in Section 1(g) are provided to you on “as is” basis with no warranty.

These sample documents have **not** been customized to your investment adviser’s business model, the factual circumstances related to your situation, the specific investment advisory rules of your investment adviser’s



securities regulator or your investment adviser's written supervisory procedures and code of ethics. These sample documents may not be applicable or appropriate for your investment adviser. There may be several assumptions underlying these sample documents which are not identified or explained in the sample document. You should not consider these sample documents as an exhaustive, comprehensive or definitive list of the items necessary to meet your investment adviser's obligations under the applicable investment adviser laws and rules.

These sample documents are not intended to detect or prevent fraud, selling away, Ponzi schemes, undisclosed outside business activities, inaccurate or false fee calculations, theft, misappropriation or unlawful conversion of client funds.

Due to changes of investment adviser laws and rules, these sample documents may become outdated and need to be updated or discontinued. Since these sample documents may not reflect the specific investment advisory requirements of your securities regulator, please check with the securities regulator(s) with jurisdiction over your investment adviser before using this document.

These sample documents are not a substitute for retaining a compliance professional to advise and assist you regarding your investment adviser's compliance program. Unless otherwise agreed to in writing, you understand that you have not engaged RIA Compliance Consultants, Inc. in a consulting relationship by merely utilizing these sample documents. Additionally, please understand that unless otherwise agreed to in writing, RIA Compliance Consultants, Inc. is not responsible for customizing these sample documents, updating these sample documents, preparing your investment adviser's written supervisory procedures or code of ethics, or notifying you of changes to the investment advisor laws and rules.

To the extent that these sample documents are related directly or indirectly to a contract or potential legal dispute, you should also consult with your attorney. RIA Compliance Consultants, Inc. does not provide legal services or serve as your attorney.

Client's Initials

RIA Compliance Consultants Inc.

Addendum A -RIA Express Compliance Review Tool

DISCLOSURES TO CLIENT

The following are important disclosures and limitations that may be related to the Services provided by RIA Compliance Consultants, Inc. ("RCC") under this Agreement.

1. RCC reserves the right to upgrade at any time the system used to administer RIA Express - Compliance Review Tool. Client should not rely on the system used by RCC as a method of storing or backing-up ongoing information required or desired to be maintained by Client as part of Client's investment advisory ongoing documentation or books and records. Client's should prepare and maintain, outside of the system used to administer RIA Express - Compliance Review, a copy of all reports prepared by



Client to document the completion of the Compliance Review and any follow-up actions the Client may input while using the system administered by RCC. If RCC will make a system upgrade that will affect the Client's ability to access current data, RCC will provide Client at least thirty (30) days advance notice to allow Client to prepare and maintain a copy of any current reports and data currently in the system. If at the time RCC upgrades the system Client has a current active engagement with RCC to use the RIA Express - Compliance Review, RCC will provide Client with new system access information prior to the system upgrade

2. Client understands that this Compliance Review is not as comprehensive as a mock regulatory exam, which also tests the effectiveness of Client's internal controls. Client understands that RCC does not conduct forensic testing as part of the Compliance Service and the outcome of the review and findings resulting from the review will rely solely upon self-disclosures, representations, and interpretations made by Client's staff and officers without RCC's advice or any independent or additional verification by RCC. RCC recommends that Client consider a mock regulatory review after resolving any issues identified through the Client's document review and compliance program assessment.
3. Client understands that the services provided under this Agreement are not intended to detect or prevent fraud including but not limited to bribery, extortion, identity theft, forgery, misrepresentation, collusion to circumvent internal controls, selling away, ponzi schemes, insider trading, undisclosed outside business activities, inaccurate or false fee calculations, a loan, unauthorized disbursement, theft, embezzlement, misappropriation or unlawful conversion by Client or Client's owners, directors, officers, employees, investment adviser representatives, custodians, third-party money managers, vendors or outside professionals. The Compliance Service does not include verifying existence and/or safekeeping of the assets held by Client or a third-party custodian
4. The determination to use a third-party investment adviser compliance services and tools provider is an important decision and should not be based solely upon advertisements or self-proclaimed expertise. RIA Compliance Consultants has not been certified by an agency or board as a specialist or expert in investment adviser compliance. Client is urged to make its own independent investigation and evaluation of RIA Compliance Consultants
5. RIA Express-Compliance Review Tool has not been designed to meet any auditing standard or criteria. Client understands that RIA Express - Compliance Review Tool is not intended for a fraud audit or fraud investigation.
6. RIA Compliance Consultants is not a law firm and does not provide legal services. RIA Express-Compliance Review Tool reports are not protected by attorney-client privilege. Reports are not intended to be used as a legal opinion. Any issues identified in these reports should be discussed with Client's legal counsel
7. RIA Compliance Consultants is not an accounting firm or a CPA and does not provide accounting or tax advice. RIA Express reports do not involve and should not be considered reviews of the internal controls of Client in accordance with AICPA Statement on Auditing Standards No. 70, or any other authoritative literature
8. RIA Compliance Consultants is not an investment adviser firm. RIA Express reports should not be considered investment advice, and Client understands that these reports do not assess whether Client is making investment recommendations which are suitable or in the best interests of the investment advisory client
9. RIA Compliance Consultants has not been trained or certified in information technology and does not serve as information technology consultants. Client should consult with an information technology

and/or information security consultant regarding any best practices referenced by RIA Compliance Consultants in this report

10. Although RIA Express covers many potential investment advisory activities related to the Investment Advisers Act of 1940 and the U.S. Securities and Exchange Commission's rules for an investment adviser, Client understands that these reports and the underlying questions used to prepare these reports are not necessarily comprehensive or exhaustive. Consequently, there may be certain investment advisory activities of Client not identified in this report which are not in compliance with the Investment Advisers Act of 1940 or applicable SEC rules
11. RIA Express-Compliance Review Tool does not necessarily cover the particular requirements of a state securities regulator
12. Client understands that RIA Express-Compliance Review Tool reports do not address or cover any laws or regulations other than the Investment Advisers Act of 1940
13. Client understands that RIA Express-Compliance Review Tool reports are based upon self-disclosures and representations made by Client without independent or additional verification. These reports are not a certification by RIA Compliance Consultants of Client's compliance with the Investment Advisers Act of 1940
14. Client understands that an actual examination of Client's investment adviser by a securities regulator is likely to be more staff intensive and broader in scope than RIA Express-Compliance Review Tool, and consequently, a securities regulator may detect deficiencies, which were not uncovered during the questioning associated with this tool
15. There is no guarantee that RIA Express-Compliance Review Tool reports will be favorably received by the applicable securities regulators.

Unless RCC advises you in writing to contrary, ADV1 Annual Amendment Service includes the following: preparing the Form ADV Part 1 Annual Update filing through the IARD system; updating Item 4E of Form ADV Part 2; uploading the revised Form ADV Part 2 to the IARD system and submitting the amended Form ADV Part 1 and Part 2 through the IARD system. IARD Renewal Service consists of the following: providing an outline of important dates and follow-up reminders throughout the renewal period; notifying the client of any documents that must be submitted directly to state securities regulator if investment adviser is registered with the state securities regulator; retrieving from the CRD system and providing the client with a copy of the CRD Rep Roster Report; providing the client with IARD funding information; retrieve from the IARD system and provide Client with a copy of the Client's initial and final renewal statements; and monitor Client's IARD renewal account and to verify that the account is funded in a timely manner, if funding is not credited specific reminders will be provided.

Unless RCC advises you in writing to contrary, ADV1 Annual Amendment Only Service includes the following: preparing the Form ADV Part 1 Annual Update filing through the IARD system; updating Item 4E of Form ADV Part 2; uploading the revised Form ADV Part 2 to the IARD system and submitting the amended Form ADV Part 1 and Part 2 through the IARD system.

Unless RCC advises you in writing to contrary, IARD Renewals Only Service consists of the following: providing an outline of important dates and follow-up reminders throughout the renewal period; notifying the client of any documents that must be submitted directly to state securities regulator if investment adviser is registered with the state securities regulator; retrieving from the CRD system and providing the client with a copy of the



CRD Rep Roster Report; providing the client with IARD funding information; retrieve from the IARD system and provide Client with a copy of the Client's initial and final renewal statements; and monitor Client's IARD renewal account and to verify that the account is funded in a timely manner, if funding is not credited specific reminders will be provided.

Client's Initials

* * * * *

The parties hereto agree to the above terms and have caused this Agreement, including all attached Exhibits, Schedules and/or Addendums, to be executed in their names and on their behalf by and through their duly authorized persons.

Client's Name (Typically Firm):

Name of Client's Signatory:

Title of Client's Signatory:

Client's Address:

Client's City/State:

Client's Zip Code:

ACCEPTED BY RIA Compliance Consultants, Inc.



Bryan Hill

X

X

Signed By Bryan Hill

Signed On: 01/07/2022

Signature Certificate

Document name: Compliance Consulting Agreement – Annual
Compliance Program Silver Package – Monthly Payments

🔒 Unique Document ID: 3DA9AB5821B6AD1F5FC07DB7DF3E0E1099020FA0



Timestamp

Audit

10/12/2020 11:29 AM CDT

Compliance Consulting Agreement – Annual Compliance Program Silver Package – Monthly Payments Uploaded by Bryan Hill - esignature@ria-compliance-consultants.com IP 173.19.132.123

05/04/2021 3:04 PM CDT

Tammy Emsick - temsick@ria-compliance-consultants.com added by Bryan Hill - gparr@ria-compliance-consultants.com as a CC'd Recipient Ip: 67.176.135.28

06/03/2021 11:03 AM CDT

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Business Development Team - bizdevteam@ria-compliance-consultants.com added by Bryan Hill - gparr@ria-compliance-consultants.com as a CC'd Recipient Ip: 67.176.135.28

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08/02/2021 2:23 PM CDT	Tammy Emsick - temsick@ria-compliance-consultants.com added by Bryan Hill - gparr@ria-compliance-consultants.com as a CC'd Recipient Ip: 173.16.144.82
08/02/2021 2:23 PM CDT	Grant Parr - gparr@ria-compliance-consultants.com added by Bryan Hill - gparr@ria-compliance-consultants.com as a CC'd Recipient Ip: 173.16.144.82
08/02/2021 2:23 PM CDT	Business Development Team - bizdevteam@ria-compliance-consultants.com added by Bryan Hill - gparr@ria-compliance-consultants.com as a CC'd Recipient Ip: 173.16.144.82
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09/27/2021 2:18 PM CDT	Tammy Emsick - temsick@ria-compliance-consultants.com added by Bryan Hill - gparr@ria-compliance-consultants.com as a CC'd Recipient Ip: 173.16.144.82
09/27/2021 2:18 PM CDT	Grant Parr - gparr@ria-compliance-consultants.com added by Bryan Hill - gparr@ria-compliance-consultants.com as a CC'd Recipient Ip: 173.16.144.82
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09/27/2021 2:18 PM CDT	Tyler Bolden - tbolden@ria-compliance-consultants.com added by Bryan Hill - gparr@ria-compliance-consultants.com as a CC'd Recipient Ip: 173.16.144.82
09/27/2021 2:18 PM CDT	Bryan Hill - bhill@ria-compliance-consultants.com added by Bryan Hill - gparr@ria-compliance-consultants.com as a CC'd Recipient Ip: 173.16.144.82
09/28/2021 5:21 PM CDT	Tammy Emsick - temsick@ria-compliance-consultants.com added by Bryan Hill - gparr@ria-compliance-consultants.com as a CC'd Recipient Ip: 173.16.144.82

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09/28/2021 5:21 PM CDT	Bryan Hill - bhill@ria-compliance-consultants.com added by Bryan Hill - gparr@ria-compliance-consultants.com as a CC'd Recipient Ip: 173.16.144.82
10/06/2021 11:51 AM CDT	Tammy Emsick - temsick@ria-compliance-consultants.com added by Bryan Hill - gparr@ria-compliance-consultants.com as a CC'd Recipient Ip: 173.19.132.123
10/06/2021 11:51 AM CDT	Grant Parr - gparr@ria-compliance-consultants.com added by Bryan Hill - gparr@ria-compliance-consultants.com as a CC'd Recipient Ip: 173.19.132.123
10/06/2021 11:51 AM CDT	Business Development Team - bizdevteam@ria-compliance-consultants.com added by Bryan Hill - gparr@ria-compliance-consultants.com as a CC'd Recipient Ip: 173.19.132.123
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10/06/2021 11:51 AM CDT	Bryan Hill - bhill@ria-compliance-consultants.com added by Bryan Hill - gparr@ria-compliance-consultants.com as a CC'd Recipient Ip: 173.19.132.123



This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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