H69.RCC.2023.IARDRenewalADVAmendment.ERA

RIA COMPLIANCE CONSULTANTS, INC.

COMPLIANCE SERVICES AGREEMENT

IARD RENEWAL & FORM ADV ANNUAL AMENDMENT (ERA)

IARD Renewals: : *In order to ensure RCC's availability, Client must execute the Agreement and fund the Consulting Fee by no later than November 30, 2022 ("Execution Deadline"). If the Agreement is executed by Client or the Consulting Fees are received by RCC after the Execution Deadline, RCC reserves the right to decline this engagement or impose additional late charges without any guarantees about whether regulatory deadlines can be met.*

This Compliance Services Agreement, which includes and incorporates the attached schedules and/or addendums, (the "Agreement") is between RIA Compliance Consultants, Inc., a Nebraska corporation located at 6910 Pacific Street, Suite 102, Omaha, Nebraska 68106 ("RCC" or "RIA Compliance Consultants"), and investment adviser as identified below (the "Client").

Section 1. Scope of Engagement & Compliance Services Are Limited

This scope of this engagement and the compliance services ("Compliance Services") available from RCC during the Agreement Period are limited as described in this Section.

The term "Securities Regulator" as used in this Agreement refers to the primary U.S. securities regulator of Client as an investment adviser. RCC does not provide any assistance with or services for compliance requirements of foreign securities regulators.

Client and RCC will agree mutually upon a timeline which reasonably distributes the work and/or tools associated with the Compliance Services during the term of the Agreement. In the event Client would like to modify the Compliance Services listed after execution of this Agreement, a written request must be provided to RCC. Changes to the Compliance Services listed are contingent upon the written agreement of both RCC and Client.

IARD Annual Renewal Service - RCC will provide an outline of important dates and follow-up reminders throughout the annual IARD renewal period; RCC will retrieve from the CRD system and provide Client with a copy of the CRD Rep Roster Report; RCC will provide Client with IARD funding information; RCC will retrieve from the IARD system and provide Client with a copy of the Client's initial and final renewal statements; and RCC will 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 responsibilities with annual IARD Renewals include, but are not limited to, the following

- Set up RCC as a user on Client's IARD account (if RCC doesn't have a user account);
- Add the published deadlines for IARD renewals and the annual Form ADV amendment to the calendar of

Client's CCO and monitor/act accordingly;
- Promptly verify the Preliminary Renewal Statement is accurate with respect to the firm's state registrations or notice filings and status of each investment adviser representative;
- Make timely payment of the amount owed under Preliminary Renewal Statement and Final Renewal Statement by applicable deadlines; and
- Promptly verify that Client's investment adviser firm and each investment adviser representative is shown as properly registered on the Final Renewal Statement.

If Client is a state registered investment adviser, Client acknowledges that (a) the state may have a net capital or net worth requirement for investment adviser and require Client to submit annually financial statements and other documents directly to the state securities regulator (outside of the IARD/CRD system), (b) it is Client's obligation to check with the state securities regulator as to the state's net capital or net worth requirements and any documents required to be submitted (outside of the IARD/CRD system) to the state securities regulator on an annual basis and also to carefully review any communication from the state regulator with respect to such annual submissions outside of the IARD/CRD system, and (c) Client will be responsible for the submission of such financial statements and other non-IARD/CRD documents as required by the state securities regulator.

Client will be solely responsible gathering and documenting the information regarding the various categories of private fund or pooled investment vehicle information and verifying the information provided to RCC by Client is consistent with Form ADV's instructions for defining/categorizing private fund and pooled investment vehicle information required. RCC will not verify the source of such information, the accuracy of any calculations and the underlying documentation supporting the calculations.

RCC will require certain deadlines of Client for returning questionnaires and for reviewing drafts sent by RCC. By executed the engagement Client acknowledges that it will need to comply with any deadlines published by RCC in order for RCC to ensure that the amendments are filed no later than 90 days after the Client's fiscal year end. In the event Client misses a deadline published by RCC for returning a questionnaire or reviewing the initial draft Form ADV filing, RCC cannot offer any assurances that the Form ADV amendment will be filed timely and RCC will bill Client an additional $255 to process the late submission or response.

The ADV Annual Amendment Service does not include, among other things, assistance with transition from an ERA filer to registered investment adviser filing which would include the following: (1) the registration of Investment Adviser Representatives (IARs); (2) the termination of IARs; preparing and submitting additional documentation, if required, directly to the state securities regulators; (3) preparing disclosure events on Item 11 of ADV Part 1 or Item 2 of ADV Part 1B, if applicable; paying IARD, State, and IAR filing fees; (4) preparing Form ADV Part 2 amendments (except for updates to Item 4E of the Form ADV Part 2A); (5) preparing or updating Form ADV Part 3 client relationship summary; or (6) identifying, disclosing and mitigating conflicts of interest. Regardless of any assistance proved 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. If requested by Client and RCC is available, additional services will be billed at the RCC staff member's standard hourly billing rate subject to its Minimum Fixed Fee and Hourly Rate Schedule.

Client's Initials

Section 2. Fees & Term

RCC's fees, expenses, method of payments, billing practices and term for this engagement are described in this Section and the Minimum Fixed Fee and Hourly Rate Schedule attached hereto and incorporated herein.

Consulting Fee

RCC's fee ("Consulting Fee") for the Compliance Services of this Agreement consists of three components.

- There is a fixed fee of $725 which covers the first private fund or pooled investment vehicle managed or sponsored by Client;
- There is an additional variable fee which is an **extra** (i) $100 for each additional private fund or pooled investment vehicle, which is already disclosed on the Form ADV Part 1A but requiring update under Item 7B of Form ADV Part 1A and Section 7B of Schedule D, and (ii) $250 for each new private fund or pooled investment vehicle, which is not already disclosed on the Form ADV Part 1A but is required to be disclosed under Item 7B of the Form ADV Part 1A and Section 7B of Schedule D.
- There is a separate charge of $225 if Client is located in a state which charges an ERA renewal fee.

Upon completion of the IARD Annual Renewal Service, $250 of the advance payment will be considered earned by RCC and applied against the Consulting Fee. The remainder of the advance payment will be considered earned and applied against the Consulting Fee upon presentment of Client's Form ADV Part 1 Annual Amendment draft.

Retainer

Client will execute this Agreement and pay the estimated Consulting Fee in advance as a retainer by no later than November 30, 2022. This retainer will be available to apply against the Consulting Fee.

Any amount paid by Client to RCC for initial or subsequent retainer is **non-refundable** even if the fees and/or expenses actually incurred for Compliance Services do not exceed the retainer payment amount(s). A retainer payment must be used by Client for the fees and expenses incurred due to Compliance Services provided within 12 months of such payment. A retainer payment cannot be applied against new fees and/or expenses incurred at RCC after the 12-month anniversary of the retainer payment. Client is solely responsible for monitoring the 12-month anniversary of each retainer payment and determining whether to utilize RCC for additional services within this 12-month period.

RCC does **not** utilize a client trust account, and retainer payments made to RCC are not maintained in a separate account for the benefit of Client; a retainer payment is a general asset of RCC upon RCC's receipt of such retainer payment.

Sales Tax

To the extent that an applicable governmental jurisdiction requires the payment of sales tax for the services described in this Agreement, Client authorizes RCC to charge Client for such sales tax in addition to and separate from any Consulting Fee owed to RCC.

Payment via Credit Card

RCC can accept payment via credit card or ACH withdrawal. Client agrees that if Client has a dispute with RCC, Client will not raise this dispute with Client's credit card company/ACH processor or seek adjudication of any dispute with RCC through or by Client's credit card company/ACH processor. Client agrees that if Client pays the Consulting Fee and/or the other applicable expenses and sales/use taxes via credit card or ACH, Client will not instruct Client's credit card company, ACH processor or bank to reverse such charges. If Client cancels the credit card or bank account on file with RCC or the credit card on file expires during the duration of the Agreement and subsequent payments are still due, Client will provide RCC with another valid credit card or bank account to use for payment of the Consulting Fee and other applicable expenses or sales/use taxes.

Invoice Delivery

RCC will deliver the invoice electronically to Client, and Client will be responsible for paying the outstanding amount, if any, within 30 days of presentment of invoice.

Client's Initials

Section 3. Client's Duties

(a) Client recognizes the value and usefulness of the Compliance 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 any mutually agreed upon investment advisor documents and perform RCC's Compliance Services. Client will affirmatively disclose to RCC (without RCC making a specific request) any material information related to the Compliance Services being provided to Client. Depending upon the particular services being provided to Client, the following are examples of material information which should be shared with RCC: (i) any conflicts of interest of Client, Client's supervised persons and Client's parent company/owner, subsidiaries, and affiliates; (ii) 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; (iii) any deficiencies or violations (known to Client or Client's executives, staff or investment adviser representatives) of applicable rules, regulations or laws; (iv) 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; (v) any current or prior customer disputes, arbitrations or lawsuits related to Client or Client's executives, staff or investment adviser representatives; and (vi) any regulatory or criminal inquires, investigations or proceedings regarding Client or Client's executives, staff or investment adviser representatives. 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 officers, staff, investment adviser representatives or outside professionals (such as attorneys and accountants) of Client.

(b) It is Client's responsibility to fully disclose in advance to RCC all material facts related to Client's investment advisor. Moreover, it is Client's duty to review, understand, add, edit and revise if necessary, implement and update any documents (e.g., disclosure document, policies, procedures, checklists and code of ethics) provided or prepared by RCC. To the extent that Compliance Services involve written supervisory procedures or code of ethics, Client understands that the template and customized written supervisory policies and procedures and code of ethics provided or prepared by RCC are based generally upon the published investment adviser rules of Securities Regulator but should not be considered as exhaustive, comprehensive or definitive list of Client's obligations under the investment adviser laws and rules; the template and customized written supervisory policies and procedures and code of ethics provided or prepared by RCC may not necessarily address every topic, policy or procedure that may need to be covered by Client. RCC offers no warranty or guaranty that the written supervisory procedures or code of ethics provided by RCC is current or addresses all topics, conflicts of interest, rules, policies and procedures required by Securities Regulator. RCC strongly recommends that Client review all of the specific statutes and regulations of Securities Regulator for an investment adviser. Any template and customized written supervisory policies and procedures and code of ethics provided or prepared by RCC are not a substitute for Client fully understanding the applicable investment adviser laws and rules. The written supervisory policies and procedures and code of ethics should be treated by Client as a living and breathing document that should be regularly referred to and updated by Client. In other words, Client should not place its written supervisory policies and procedures and code of ethics on a shelf and let it gather dust. Client understands that due to changes of investment adviser laws and rules, Client's written supervisory policies and procedures or code of ethics may need to be updated. Client acknowledges that RCC is not responsible under this Agreement for notifying Client of changes to the investment advisor laws and rules, and it will be Client's duty to update the written supervisory policies and procedures and code of ethics.

(c) Upon initial presentment and prior to using with a securities regulator, investment advisory customers 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 customers, 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. It will be Client's responsibility to fully review, understand and resolve the deficiencies identified by RCC. RCC will not be responsible under the Compliance Service of this Agreement for drafting or implementing any recommendations identified during the assessments of the investment advisory documents and compliance program.

(d) 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 at its discretion may discuss various options or offer examples regarding how the Client could structure its investment advisory services, Client understands RCC's Compliance Services are limited to compliance matters.

(e) Client will be responsible for designating a principal or employee of Client to serve as the administrator of Client's IARD/Web CRD account. If Client desires RCC to file documents (approved by Client) via IARD or CRD systems, Client will authorize RCC to serve as a user (non-administrator) of Client's IARD/Web CRD account.

(f) Client will be solely responsible for funding the IARD/Web CRD account.

(g) 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 customers of Client.

(h) Client will designate at least one individual at Client's firm to receive, review, and take action on RCC's newsletters, blog posts on RCC's website and other electronic notices sent by RCC via email or RCC's customer 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.

(i) Client understands that the Compliance Services do not include RCC providing any evaluation of the suitability or risk of asset allocations, investment and trading strategies or investment recommendations made by Client. The Compliance Services do not include an investigation or analysis of whether Client has an adequate basis for recommending/selecting an investment, whether the investment advisory customer is over concentrated in the investment or asset class, whether a customer is over-leveraged, whether the time horizon of the investment is consistent with the investment advisory customer's time horizon, whether a particular investment or portfolio is too volatile for a customer and whether such investment is in the investment advisory customer's best interest. Likewise, the Compliance Services do not include a review or analysis of the pre-approval or exception report systems utilized by Client to supervise the investment recommendations and selections made by its supervised persons. Additionally, RCC does not conduct due diligence of investment products, securities issuers, fund managers, other investment advisors, qualified custodians or other vendors utilized by Client. ***RCC does not offer investment advice.***

(j) 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 Compliance Service offered by RCC, and consequently, a securities regulator is highly likely to detect deficiencies and violations, which were not uncovered during assessment of Client's investment advisory documents or compliance program as part of the Compliance Service.

(k) Client will retain legal counsel to prepare or review Client's investment advisory customer agreement. RCC will not provide Client with any sample investment advisory customer agreements and will not review any existing investment advisory customer agreements presented by Client.

(l) 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.

(m) To the extent that Client requests RCC to prepare and/or file the Form ADV to register or notice file Client's investment adviser or the Form U4 or Form U5 to register/de-register an individual as an investment adviser representative of Client's investment adviser, Client is solely responsible for verifying that RCC in fact prepared and filed such document with the applicable securities regulator. Since failure to register or notice file can result in an adverse regulatory enforcement proceeding, Client cannot merely rely upon RCC to prepare or file such document without further verification by Client that such request has been completed.

(n) It is Client's sole responsibility to monitor whether a prospective investment adviser representative's securities examination is approaching the applicable state's expiration date and whether the Form U4 has been filed before such expiration date. Likewise, if Client's investment adviser representative has marked on his or her Form U4 that he or she is utilizing a professional designation in lieu of a securities examination as the pre-requisite, Client is solely responsible for ensuring that such professional designation is continuously in good standing. RCC will not be responsible for verifying or monitoring whether a securities examination is approaching expiration or a professional designation for an investment adviser representative of Client is not in good standing.

(o) Client will follow and comply with all laws and rules of the applicable securities regulators.

Section 4. Nature of Compliance Consulting Relationship

RCC is a compliance consulting and services firm. Although RCC has an affiliate that is a law firm known as Bryan Hill Law ("BHL") 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 BHL, RCC is **not** a law firm or an attorney and does not provide legal services. RCC is not serving as Client's attorney.

In general, a licensed attorney is regulated by his or her state supreme court through the use of rules of professional conduct and ethical requirements, minimum education and examination requirements, mandatory professional liability insurance coverage, client trust account procedures and trust account audits 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 contractual provisions 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, does not follow trust accounting procedures (and is not supervised by a regulator or third-party) for such retainer or consulting fees paid in advance, and either prohibits or severely limits the circumstances and time period for refunds, 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 is not fiduciary. Unlike an attorney, RCC is not required to maintain professional liability insurance. Unlike an attorney, RCC is utilizing several contractual provisions within this Agreement in which Client waives any and all liability for certain claims and agrees to limit the extent of RCC’s liability for malpractice for other claims. Unlike an attorney, RCC receives referral fees from vendors participating in the Strategic Alliance Program and other referral programs of RCC.

If RCC provides Client with comments regarding an investment advisory agreement or other 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 agreement or other agreement by an attorney in Client's jurisdiction. Client understands that any comments provided by RCC regarding Client's investment advisory agreement or other agreement have not been prepared by an attorney to comply with the laws of Client's local jurisdiction. Client acknowledges that by relying upon comments provided by RCC without local legal counsel's review and approval, Client is undertaking the risk that Client's investment advisory agreement or other 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.

There is **no** guarantee that consulting work performed by RCC will be favorably received by the applicable securities regulators.

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 5. Non-Exclusive Relationship with RCC

Client does not have an exclusive client relationship with RCC. RCC may have other clients receiving services from RCC which are competitors of Client and/or include former supervised persons of Client. RCC may also have other clients that have a business alliance, broker-dealer or vendor relationship with Client or Client’s associated persons.

Section 6. Strategic Alliance Program & Other Referral Arrangements

RCC has established the Strategic Alliance Program and other referral arrangements whereby RCC has agreed to publicize the services and/or products of Strategic Alliance members and certain third-party vendors and refer or introduce such Strategic Alliance members and third-party vendors to Client. Depending upon the third-party vendor, Client may receive discounts or special offers from the Strategic Alliance member or third-party vendor. RCC receives compensation from each Strategic Alliance member and third-party vendor referred or introduced by RCC which may include an annual fixed fee and/or a percentage of the fee charged by the third-party vendor to Client. This creates a conflict of interest for RCC and biases the objectivity of RCC and its employees when referring, introducing, referencing or otherwise discussing such Strategic Alliance Members and third-party vendors. Client is under no obligation to utilize the services and/or products of Strategic Alliance members and other third-party vendors referred or introduced to Client by RCC.

RCC is **not** affiliated with the Strategic Alliance members and any other third-party vendors and does **not** control or supervise the services or products of the Strategic Alliance member or other third-party vendors. Client acknowledges that RCC's referral, introduction, discussion or other reference to these Strategic Alliance members or third-party vendors does not mean that RCC has performed any level of due diligence on the services or products of the Strategic Alliance members or other third-party vendors referred or introduced by RCC. Client acknowledges and agrees that RCC is **not** liable for any damages that result to Client from the actions or inactions of a Strategic Alliance member or third-party vendor referred or introduced by RCC.

RCC is **not** making any recommendation to Client about whether Client should utilize the services or products of a Strategic Alliance member or other third-party vendor. Client acknowledges that Client's determination to use the services or products of a Strategic Alliance member or any other third-party vendor is an important decision and should **not** be based upon a third-party vendor's participation in the Strategic Alliance Program or referral, introduction or reference by RCC. As with any service provider, RCC recommends that Client perform its own due diligence on each Strategic Alliance member or third-party vendor referred or introduced by RCC. Before engaging the services or utilizing the product of a Strategic Alliance member or third-party vendor referred or introduced by RCC, Client agrees to perform its own independent investigation and evaluation to make sure that the applicable service or product of the Strategic Alliance member or third-party vendor is the best fit for Client and meets Client's performance requirements and regulatory and cybersecurity obligations.

Section 7. 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 8. Client's Confidential Information

In providing Compliance Services, RCC will acquire information of a confidential nature relating to Client's business activities and its investment advisory customers. RCC hereby agrees to maintain the confidentiality of Client's information and shall not use, publish, or otherwise disclose (except to third-party service providers described below) any such confidential information pertaining to Client without Client's express written consent or as required by law (e.g. a subpoena from a securities regulator or law enforcement authority).

Client acknowledges that RCC enters into contracts with third-party service providers so that RCC can provide Compliance Services to Client. These third-parties provide services to RCC (via the cloud) such as word processing and document creation software, document storage systems, task and project management software, data management, client relations management (CRM) software, credit card processing and billing, and communications (telephone, email and messages), and consequently such third-party service providers often have access to confidential information of Client.

If Client provides RCC with possession of any investment advisory related document, Client will redact (blackout or remove) at least partially the legal name of each investment advisory customer and any full or complete brokerage account numbers, bank account numbers, policy numbers, credit card numbers, driver's license numbers, passport numbers, visa numbers, social security numbers, tax identification numbers, passwords and dates of birth of investment advisory customers before providing RCC with possession of such document containing this confidential information. For example, if Client intends to provide RCC with a document which includes name of investment advisory customer (e.g., Thomas Andrew Smith) with a full date of birth (01/14/1973), Client will redact or black-out the investment advisory customer's name to only show "Smith" (or a customer number if utilized by the firm) and date of birth to only show "1973".

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.

To the extent that Client is utilizing RCC to assist with registering or notice filing as an investment adviser or investment adviser representative, 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 9. Not Work Made for Hire & Limited, Non-Exclusive License

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.

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:

- 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;

- 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 adviser through the Investment Adviser Registration Depository ("IARD") system and/or as otherwise required by law;

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

- 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

- 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. Not Intended to Detect Fraud

Client understands that RCC is not a fraud examiner and the Compliance Services provided under this Agreement are not intended to detect or prevent fraud including but not limited to inaccurate or false calculation or valuation of assets under management, false statements of the Form ADV, bribery, extortion, identity theft, forgery, misrepresentation, collusion to circumvent internal controls, selling away, unlawful sale of unregistered securities, failure to register as an investment adviser or an investment adviser representative thereof, failure to register as a securities broker-dealer or a registered representative thereof, Ponzi schemes, insider trading, undisclosed outside business activities, inaccurate or false fee calculations, a loan from an investment advisory customer, a bribe, insider trading, front running investment advisory customer trades, cherry picking profitable trades for personal accounts, misappropriation of limited investment opportunities owed to customers, cybersecurity breach, identity theft, money laundering, wire fraud, unauthorized disbursement, theft, embezzlement, misappropriation or unlawful conversion by Client or Client's owners, directors, officers, employees, investment adviser representatives, solicitors, custodians, third-party money managers, vendors or outside

professionals.

Client's Initials

Section 11. Miscellaneous

(a) Counterparts. 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.

(b) Severability. 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.

(c) Force Majeure. In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God (including fire, flood, tornado, earthquake, storm, hurricane or other natural disaster), terrorism, war, cyberwar, invasion, espionage, cyber espionage, act of foreign enemies, rebellion, 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.

(d) Headings. Section and paragraph headings in this Agreement are included for convenience only and are not to be used to construe or interpret this Agreement.

(e) 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 12. Acknowledgements, Disclosures Limitations, Requirements & Terms of Schedules & Addendums

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

Section 13. No Third-Party Beneficiary

This Agreement and the Compliance 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 adviser that has a business relationship with Client or an individual or entity who is a recipient or customer of Client’s investment advisory services.

Section 14. Choice of Law and Venue

This Agreement shall be governed by and construed according to the laws of the State of Nebraska without

giving effect to its choice of laws principles. The parties agree that all actions and proceedings arising out of or relating directly or indirectly to this Agreement or any ancillary agreement or any other related obligations shall be litigated solely and exclusively in the state or federal courts located in Omaha, Nebraska.

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. 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. 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.

Section 16. Limitation of Liability

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

Section 17. 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

Schedule 1 – Disclosures & Compliance Service Limits

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

1. **No Guarantees.** RCC will make every reasonable effort to provide the Compliance Services described in this Agreement. However, there is **no** guarantee that consulting work performed by RCC will be favorably received by the Securities Regulator. There is no promise or guarantee that an investment adviser registration or Form U4 application prepared by RCC will be accepted and approved by the Securities Regulator. Although RCC may assist Client in disclosing an investment advisory program and fee, RCC does not offer any guarantee that such disclosure regarding a program/fee will be approved 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 or supervisor. 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 a primary or principal 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 verify in any way whether Client's accounting records are accurate or true. 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, solicitors, 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 maintain continuously such net capital and 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 customers 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. **Reasonable Advisory Fees.** Client should disclose in writing all fees charged to its investment advisory customers and any direct and indirect compensation and soft dollar benefits received by Client and its affiliates and supervised persons related to its investment advisory services or investment recommendations. RCC is relying exclusively upon Client to identify (and verify inclusion of applicable disclosure language in the Form ADV Part) all fees charged to investment advisory customers and all direct and indirect compensation and soft dollar benefits received by Client and its affiliates and supervised persons. In addition, Client should be able to establish that such fees and compensation are reasonable in relation to the services provided to the investment advisory customer. RCC recommends that Client initially and periodically utilize a third-party benchmarking service to verify that the investment advisory fees charged for each particular advisory service is competitive with the market. RCC does not provide investment advisory fee benchmarking services and cannot provide any guarantees or assurances that a securities regulator will find the investment advisory fees as reasonable fees. To the extent that Client changes its pricing for new investment advisory customers and grandfathers existing investment advisory customers at a different rate, the existence of the grandfathered rate will most likely be viewed by a regulator as a material fact that needs to be fully disclosed in the Form ADV Part 2A Item 5. Client should conduct an internal audit each calendar quarter to verify that the applicable services were actually provided, the investment advisory fees were correctly valued and calculated and if applicable correctly invoiced and/or deducted in accordance with the executed investment advisory customer agreements and the Form ADV Part 2A (or Appendix I if applicable) investment advisory customer disclosure brochure. RCC does not assist with valuing assets and does not conduct fee calculation audits.

7. **Adversarial Proceeding.** RCC is not a law firm and will not represent Client at an administrative hearing or other legal proceeding. RCC recommends that Client immediately retain legal counsel to advise and represent Client's interest regarding any potential, impending or current administrative or legal proceeding.

8. **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.

9. **Private Equity.** To the extent that Client or its affiliate advises or manages a private equity fund, (i) the Compliance 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.

10. **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.

11. **Personal Securities Transactions.** The Compliance Services under this Agreement do not include a substantive review by RCC of whether specific personal securities transactions of Client's supervised persons or access persons breach Client's code of ethics and/or fiduciary duty or applicable laws. Client is solely responsible for reviewing the specific personal securities transactions of its supervised persons/access persons for issues such as trading restricted securities, trading during black-out periods, front-running investment advisory customer trades, cherry-picking profitable trades for personal accounts or preferred clients, misappropriating limited investment opportunities (e.g., IPOs, private placements), trading on material non-public information (i.e., insider trading) and properly reporting (and receiving approval where applicable) personal securities transactions/holdings.

12. **Registration.** The Compliance Services under this Agreement do not include an analysis or opinion of whether Client is exempted from registration as an investment advisor, broker-dealer, or investment company, whether a supervised person of Client is exempted from registration as an investment adviser representative, whether an employee of a parent company is required to register as an investment adviser representative and/or whether the owner (including indirect owner) of Client's investment adviser firm is exempted from registration as an investment adviser representative. If Client desire an opinion of whether registration is required, Client should retain legal counsel.

    Client acknowledges that state securities regulators typically require an individual who is a direct or indirect owner of a state registered investment adviser firm to register as an investment adviser representative, and RCC **cannot** offer any assurances that the owner of Client's state registered investment adviser firm will not be subject to such requirements.

    If Client is a state registered investment adviser, Client acknowledges that (a) the state may require Client to submit annually certain documents directly to the state securities regulator (outside of the IARD/CRD system), (b) it is Client's obligation to check with the state securities regulator as to whether there are any documents required to be submitted (outside of the IARD/CRD system) to the state securities regulator on an annual basis and also to carefully review any communication from the state regulator with respect to such annual submissions outside of the IARD/CRD system, and (c) Client will be responsible solely for the submission of such documents as required by the state securities regulator.

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.

13. **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.

14. **Security.** RCC does not provide advice regarding whether an investment, financial product, private fund or loan constitutes a "security" under state or federal law or can be exempted properly 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. To the extent that Client recommends to a customer or selects on behalf of a customer an investment, financial product, private fund, promissory note or loan that is not registered as a "security" with the applicable securities regulators, Client agrees to obtain a formal written legal opinion from an independent lawyer specializing in the registration/exemption of securities that such investment, financial product, private fund or loan is not a security or properly exempted from registration as a security.

15. **Private Fund.** To the extent that Client or Client's affiliate is establishing a private fund which will be advised or managed by Client or recommended to Client's investment advisory customers, Client or Client's affiliate will retain legal counsel experienced in creating private funds and expert in private placement security offerings and exemptions from registering as an investment company. The Compliance Services of RCC do not include establishing a private fund, and RCC is not a substitute for utilizing a legal counsel with experience and expertise in such matters.

16. **ICA '40.** RCC does not provide advice or compliance consulting/services regarding the regulations under the Investment Company Act of 1940.

17. **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 investment advisory customer 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 investment advisory customer's needs, goals and objectives, and personal circumstances;
- Exercising reasonable care to avoid misleading clients;
- Being loyal to the investment advisory customer and acting in good faith;
- Obtaining best execution when recommending or selecting a share class or implementing the

investment advisory customer's transactions where the investment adviser representative has the ability to direct brokerage transactions for the investment advisory customer;
- Making full and fair disclosure to the investment advisory customer of all material facts and when a 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 investment advisory customer 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 customer 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.

18. **Custody.** The Compliance Services under this Agreement do not include verifying existence and/or safekeeping of the assets held by Client or a third-party custodian.

19. **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 Compliance Services offered by RCC, and consequently, a securities regulator is likely to detect deficiencies, which were not uncovered during Compliance Services provided by RCC (e.g., an assessment of Client's investment advisory documents or compliance program) as part of the Compliance Services under this Agreement. The Compliance 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 Compliance Services under this Agreement. Furthermore, a securities regulator may devote an unlimited number of hours to a routine examination of Client.

    If Client refuses to eliminate or correct a deficiency in the final version of the Securities Regulator's examination letter (after Client was given an opportunity to explain or clarify), there is a high likelihood that the examiner of the Securities Regulator will make a referral of such matter to the enforcement division of the Securities Regulator, which could (depending upon the circumstances) result in an administrative enforcement action against Client. ***Client should follow all applicable laws and regulations, and RCC strongly recommends that Client specifically eliminate or correct any deficiencies identified by the Securities Regulator during an examination or obtain a formal legal opinion from its attorney regarding such matter.*** A decision to refuse to eliminate or

correct a deficiency identified in the final version of the Securities Regulator's examination letter (after Client was given an opportunity to explain or clarify) should not be made by Client without first receiving advice from legal counsel about such matter.

20. **Forensic Testing.** Except where expressly stated otherwise, Client understands that RCC does **not** conduct forensic testing as part of the Compliance 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.

21. **Suitability/Due Diligence.** The Compliance Service does **not** include any evaluation of the suitability or prudence 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, qualified custodians, third-party vendors, fund managers, or other investment advisers recommended or selected by Client. RCC does not evaluate whether the investment recommendations, selections or strategies of Client are in the best interest of Client's investment advisory customers. RCC does not review Client's parameters or criteria for approval of investment strategies or recommendations/decisions or exception reports utilized to supervise such strategies or recommendations/decisions. *RCC does **not** offer investment advice.*

22. **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.

23. **Accuracy of Info Provided to RCC.** Client recognizes the value and usefulness of the Compliance 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 inquires,

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 (including the calculation of regulatory assets under management) 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 customer'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 customer'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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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 Compliance 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.

29. **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 Compliance 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 agrees that Client will carefully and promptly review all communications from a regulator and 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.

30. **Client Not Affiliated with Anyone Barred from Securities Industry**. Client represents and warrants at the time this Agreement is executed and during the term of this Agreement the following: (a) Client's investment adviser firm is not owned (in part or whole) directly or indirectly or otherwise controlled by any individual that is barred currently from the securities industry by the U.S. Securities and Exchange Commission, a state securities regulator in the U.S., or a securities regulator in a foreign jurisdiction; (b) the directors, officers and owners (including indirect owners of a holding company or trust) of Client's investment adviser do not have a spouse, parent or adult child who is barred currently from the securities industry by the U.S. Securities and Exchange Commission, a state securities regulator in the U.S., or a securities regulator in a foreign jurisdiction; (c) Client's investment adviser firm does not have any directors, officers, employees, investment adviser representatives, independent contractors or other arrangements with any individuals who are barred currently from the securities industry by the U.S. Securities and Exchange Commission, a state securities regulator in the U.S., or a securities regulator in a foreign jurisdiction.

31. **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 investment advisory customer, (b) serving the interest of one investment advisory customer over another investment advisory customer, or (c) an employee or group of employees serving their own interests over the firm or its customers.

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 investment advisory customer. 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 investment advisory customer's best interest at all times.

Client understands that a securities regulator is not approving or offering an opinion of specific conflict of interest disclosure language and mitigation measures in the Form ADV when Client's application to register as an investment adviser is approved by the securities regulator, and a previous examination by a securities regulator with no applicable findings does not mean that the securities regulator has approved of the specific conflict of interest disclosure language or mitigation measures in Client's Form ADV. 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 and any conflict of interest disclosure language and mitigation measures 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. RIA Compliance Consultants has no responsibility to advise Client to refrain from the underlying activity or arrangement causing the 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 customers 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 customer'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. **Client hereby releases RCC and its affiliates, directors, officers and employees from any and all liability associated with or related to identification, disclosure and mitigation of Client's conflicts of interest.** 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

Minimum Fixed Fee & Hourly Rate Schedule

Annual Compliance Program Packages

To the extent that Client is currently subscribed to a standard (non-customized) Annual Compliance Program package of RIA Compliance Consultants, Inc. ("RCC"), the following is the monthly installment payments of the annual consulting fee for the packages listed below which will be effective upon the annual renewal date of the Annual Compliance Program:

- Bronze**+** Package is $295 per month for 12 months;
- Silver**+** Package is $335 per month for 12 months;
- Gold**+** Package is $675 per month for 12 months;
- Platinum**+** Package is $1,125 per month for 12 months; and
- Titanium**+** Package is $1,750 per month for 12 months.

RCC reserves the right to change the annual fee by giving Client 30 days' notice prior to the annual renewal date of the Annual Compliance Program.

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. Client agrees that Client will review and abide by RCC's published disclosures regarding the sample form limitations before utilizing such sample forms. RCC reserves the right to change the availability under an annual compliance program package and the a la carte fixed fee for sample forms effective immediately with no advance notice to Client.

Hourly Rates

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

(or is outside the scope of Compliance Services) under a fixed fee arrangement and is currently subject to an hourly fee arrangement with RCC, the following are the current hourly rates of RCC's staff billed in five-minute increments:

- President of RCC (i.e., Bryan Hill) is $375 per hour;
- Senior Compliance Consultant of RCC is $300 - $350 per hour depending upon the particular Senior Compliance Consultant (e.g., The hourly rate of Jarrod James, Tammy Emsick, Tom Zielinski and Teresa O'Grady is $300 per hour);
- Compliance Consultant of RCC is $200 to $300 per hour depending upon the particular Compliance Consultant;
- Compliance Analyst II of RCC is $150 - $200 per hour depending upon the particular Compliance Analyst II (e.g., Shelly Welch is $200 per hour);
- Compliance Analyst I of RCC is $100 to $150 per hour depending upon the particular Compliance Analyst I (e.g., Autumn Lehn is $150 per hour); and
- Compliance Specialist of RCC is $100 per hour.

The assignment of a particular staff person of RCC to work on task or project is at RCC's sole discretion and will be based upon availability, skills and expertise of each staff person.

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 Compliance 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 $95.
- 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 $95.
- 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 Compliance 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 which covers one private fund or pooled investment vehicle **plus** (a) $100 for each additional private fund or pooled investment

vehicle, which is already disclosed on the Form ADV Part 1A but requiring update under Item 7B of Form ADV Part 1A and Section 7B of Schedule D, and (b) $250 for each new private fund or pooled investment vehicle, which is not already disclosed on the Form ADV Part 1A but is required to be disclosed under Item 7B of the Form ADV Part 1A and Section 7B of Schedule D.

- 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 $895. 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 which covers one private fund or pooled investment vehicle **plus** (a) $100 for each additional private fund or pooled investment vehicle, which is already disclosed on the Form ADV Part 1A but requiring update under Item 7B of Form ADV Part 1A and Section 7B of Schedule D, and (b) $250 for each new private fund or pooled investment vehicle, which is not already disclosed on the Form ADV Part 1A but is required to be disclosed under Item 7B of the Form ADV Part 1A and Section 7B of Schedule D.
- 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 $475 **plus** (a) $100 for each additional private fund or pooled investment vehicle, which is already disclosed on the Form ADV Part 1A but requiring update under Item 7B of Form ADV Part 1A and Section 7B of Schedule D, (b) $250 for each new private fund or pooled investment vehicle, which is not already disclosed on the Form ADV Part 1A but is required to be disclosed under Item 7B of the Form ADV Part 1A and Section 7B of Schedule D, and (c) 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 $125. (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 $95.
- 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 investment advisory customer agreement, balance sheet and income statement), 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 $375.
- 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 $275.

- 13H Large Trader - Initial Filing – If RCC assists Client in preparing a “Initial Filing” under Form 13H through a third-party filing service, there is a minimum fixed fee of $450.
- 13H Large Trader – Annual Filing – If RCC assists Client in preparing an “Annual Filing” under Form 13H through a third-party filing service, there is a minimum fixed fee of $350.

Subsequent Changes to Minimum Fixed Fees & Hourly Rates

RCC reserves the right to raise the minimum fixed fees or hourly rates indicated in the Minimum Fixed Fee & Hourly Rate Schedule after giving the Client a 30-day advance notice of the new minimum fixed fees and hourly rates.

Other Tasks/Activities Not Listed under Tasks/Activities Subject to Minimum Fixed Fee

In addition to the Tasks/Activities Subject to Minimum Fixed Fee, RCC also may offer a fixed fee in lieu of an hourly rate for certain other specific tasks or activities not stated above. Prior to charging a fixed fee which is not already listed under the Tasks/Activities Subject to Minimum Fixed Fee stated above, RCC will provide a quote of the fixed fee in writing for Client's approval prior to beginning of such task/activity.

Client's Initials

Schedule for Sample Forms

Disclosures & Limitations

To the extent that the Compliance Services of RIA Compliance Consultants, Inc. (“RCC”) under this Agreement includes our sample forms and documents, Client acknowledges and agrees to the following disclosures and limitations:

1. **No Warranty or Guaranty.** A sample form or sample document provided by RCC from compliance forms library is merely a sample and provided to Client on “as is” basis with no warranty or guaranty whatsoever.

2. **Not Customized.** The sample form has not been customized to Client’s business model, the specific investment advisory rules applicable to Client’s investment adviser or the written supervisory procedures and code of ethics of Client’s investment adviser. This sample form may not be applicable or appropriate for every investment adviser or every situation.

3. **Not Comprehensive.** Client should not consider a sample form purchased from RCC’s online store as an exhaustive, comprehensive or definitive list of the items necessary to meet Client’s obligations under the applicable investment adviser laws and rules. There are factual situations, compliance issues and best practices related to a purpose or topic covered by the sample form which are **not** included, mentioned or covered by the sample form.

4. **Not Intended to Prevent Fraud.** The sample form is not intended to detect or prevent fraud including

but not limited to inaccurate or false calculation of assets under management, false statements of the Form ADV, bribery, extortion, identity theft, forgery, misrepresentation, collusion to circumvent internal controls, selling away, unlawful sale of unregistered securities, failure to register as a securities broker-dealer or a registered representative thereof, Ponzi schemes, insider trading, undisclosed outside business activities, inaccurate or false fee calculations, a loan from a investment advisory customer, a bribe, 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.

5. **May Be Outdated.** Due to changes of investment adviser laws and rules, this sample formed may become outdated and need to be updated or discontinued. Since this sample form may not reflect the specific investment advisory requirements of Client's securities regulator, Client should check with the securities regulator(s) with jurisdiction over its investment adviser before using this document.

6. **No Updates or Monitoring.** By merely providing Client this sample form, RCC does **not** agree to provide any subsequent updates or amendment by RCC of the original sample form. Likewise, by providing this sample form, RCC does not agree to monitor on behalf of and/or reporting to Client any compliance issues related to this sample form.

7. **Not Substitute for Retaining Compliance Professional.** This sample form is not a substitute for retaining/requesting a compliance professional to advise and assist Client regarding its investment adviser's compliance program.

8. **RCC Not Responsible for Customizing Sample Form.** Client understands and agrees that unless otherwise agreed to in writing, RCC is not responsible for customizing this sample form, updating the sample form, preparing Client's written supervisory procedures or code of ethics, or notifying Client of changes to the investment advisor laws and rules.

9. **No Third-Party Beneficiary.** This sample form is for the exclusive benefit of Client. The sample form is not provided for the benefit of a third-party such as a broker-dealer, custodian, or investment adviser that has a business relationship with Client or an individual or entity who is a recipient of Client's investment advisory services.

10. **Not Work Made for Hire & Limited, Non-Exclusive License**. RCC shall retain sole ownership of the copyright of the sample form provided to Client by RCC through its online store or compliance form library. RCC may use, provide or sell the sample form to other parties without any limitations, restrictions or charges to RCC. Under **no** circumstances shall the sample form or any materials prepared by RCC pursuant to the agreement constitute works made for hire under copyright law. RCC shall grant Client a limited, non-exclusive license to use the sample form provided by RCC under this agreement in the following manner and under only these conditions: (a) Client may utilize the sample form for the purpose of operating Client's investment advisor firm and providing investment advisory services; (b) Client may utilize the sample form in order to prepare new materials solely for Client's investment advisor or providing investment advisory services; (c) Client may **not** sell the sample form; (d) Client may **not** prepare new materials for any other investment advisor (except for an investment

advisor which is Client's parent, subsidiary, affiliate or successor) based upon the sample form provided by RCC under this agreement; and (e) 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.

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.

X _____ X Bryan Hill

Signed By Bryan Hill
Signed On: 10/14/2022

Signature Certificate

Document name: H69.RCC.2023.IARDRenewalADVAmendment.ERA

Unique Document ID: 604A12323273B5F43477AC7EFFFEC0352D169CE5

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