

RETIREMENT PLAN CONSULTING SERVICES AGREEMENT

This agreement (“Agreement”) by and among Kestra Advisory Services, LLC, (“Kestra AS”), its representative _____ (“Advisor”), and _____ (“Client”) as further identified on Appendix A is effective as of the _____ day of _____, 20____ (the “Effective Date”).

Kestra AS is an investment adviser registered with the Securities and Exchange Commission (the “Commission”) under the Investment Advisers Act of 1940 as amended (the “Advisers Act”).

Client is or sponsors a retirement plan (“Plan”) which is qualified under section 401(a), 403(b), or 457(b) of the Internal Revenue Code of 1986, as amended, and/or is subject to the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) or is a Plan which is considered nonqualified.

Client wishes to engage Kestra AS and Advisor to provide the services for the Plan described herein.

In consideration of the mutual promises, covenants, and undertakings set forth in this Agreement, the parties agree as follows:

1. **Consulting Services.** The Advisor will provide to Client those services outlined in Appendix B, or as otherwise agreed in writing, and attached hereto. Such services may also include meetings with Client and/or Client’s attorney(s), accountant(s) and any other professional advisors and service providers (“Other Client Advisors”). Client agrees that Kestra AS and Advisor will not provide any tax, accounting or legal services or advice, nor prepare any tax, accounting or legal documents for the implementation of services hereunder. Kestra AS and Advisor shall not have any discretion, trading or otherwise, with respect to any decisions made by or on behalf of the Client as Client will retain absolute discretion over all investment and implementations decisions. Kestra AS and/or Advisor will not have custody, or take physical possession or control of the assets or funds of the Plan. Client is free to obtain legal, accounting and brokerage services from Other Client Advisors or any professional source in conjunction with or to implement the services hereunder. Kestra AS has authorized the Advisor to sign, and the Advisor is signing, this agreement on behalf of both the Advisor and Kestra AS.

2. **Client Information.** In addition to Appendix A of this Agreement, the Client agrees to provide any information as may be reasonably requested from time to time by Advisor. Client also agrees to be available upon reasonable request by Advisor to discuss Client’s financial goals and needs and will promptly inform Advisor of any changes in Client’s information or financial situation previously provided. Client agrees that the analysis and/or recommendations of an Advisor are based on the information provided by the Client. In addition, Client authorizes Advisor to consult with and obtain information from Other Client Advisors or service providers. Advisor is not required to verify any information obtained from the Client. All information and advice furnished by either party will be treated as confidential and not disclosed to third parties except as (i) agreed upon in writing, (ii) required by law, court order or government or regulatory agency, or (iii) allowed by law or Kestra AS’s Privacy Policy.

3. **Fiduciary Status.**

(a) Kestra AS and Advisor each hereby acknowledge that it is a “fiduciary” with respect to assets of the Plan as ERISA defines that term under Section 3(21)(A)(ii) to the extent it renders investment advice with respect to any moneys or property of such Plan, or has any authority or responsibility to render such investment advice. To the extent they are fiduciaries, Kestra AS and Advisor each acknowledge that it is subject to and will at all times exercise the standards of fiduciary responsibility set forth in Title 1, Subtitle B, Part 4 of ERISA, which it acknowledges it has examined and with which it is familiar. The parties acknowledge and agree that Kestra AS and Advisor each, (a) have no responsibility to and will not (i) exercise any discretionary authority or discretionary control respecting management of the Plan, (ii) exercise any authority or control respecting management or disposition of assets of the Plan, or (iii) have any discretionary authority or discretionary responsibility in the administration of the Plan or interpretation of the Plan documents, (b) is not an “investment manager” as defined in Section 3(38) of ERISA and does not have the power to manage, acquire or dispose of any plan assets, and (c) is not the “Administrator” of the Plan as defined in ERISA. Client acknowledges that the sole standard of care imposed on Kestra AS and Advisor as a fiduciary is to act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character with like aims.

(b) Plan agrees to obtain and maintain for the period of this Agreement any bond required pursuant to ERISA or other applicable law. In no event shall either Advisor or Kestra AS be responsible for obtaining, or paying the premiums on such a bond. Plans agree to provide appropriate documentation evidencing such coverage upon request. Plans also agree to provide Advisor and Kestra AS with copies of all plan documents upon request. Subject to

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ERISA Client represents, warrants and certifies that: (i) Client is named fiduciary under the Plan as defined by ERISA; (ii) Plan documents comply and will comply in all material respects with the applicable provisions of ERISA, and (iii) Client retains responsibility for the overall diversification of assets of the Plan; and (iv) the engagement of Kestra AS and Advisor, and any instructions that have been given with regard to the Plan, are consistent with applicable Plan documents. The Client agrees to furnish copies of such governing documents if requested by Kestra AS or Advisor. The Client also acknowledges that the services provided under this Agreement only relate to the Plan's assets, and that Kestra AS and Advisor are not responsible for overall compliance of the Plan within the requirements of ERISA or any other governing law or documents.

(c) Kestra AS and Advisor will act in accordance with the standards of fiduciary responsibility set forth in Section 206 of the Advisers Act.

4. **Proxies.** Kestra AS and Advisor are not responsible for voting and shall not vote proxies on behalf of Client. Kestra AS and Advisor are expressly precluded from taking any action or rendering any advice to Client with respect to voting proxies for Client and Plan.

5. **Fees and Expenses.** Client agrees to pay the fee(s) and expenses as outlined in Appendix C, or as otherwise agreed in writing, and attached hereto. All fees hereunder are payable to Kestra AS. Fees charged hereunder are solely for the services of Advisor and Kestra AS under this Agreement. Any Other Client Advisor retained by Client shall be at Client's own expense.

6. **Liability.** Neither Kestra AS nor Advisor shall be liable to Client or Plan for any investment or recommendation made, or any investment advice given, or any other investment action taken or omitted, except to the extent such loss is caused by negligence, a breach of fiduciary duty, or illegal or wrongful act by Kestra AS or Advisor. Notwithstanding the foregoing, federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and nothing herein shall constitute a waiver or limitation of any rights which Client may have under any federal or state securities laws. Client understands that profits cannot be assured on any transaction, recommendation or suggestion as part of the services hereunder, and that there can be no guarantee that any or all transactions, recommendations or suggestions if followed will be profitable to Client. Client acknowledges that recommendations made by Advisor do not guarantee any specific result. Client can elect to implement all or part of the recommendations by Advisor at any time. Client is free to accept or reject any recommendation from Advisor as the Client has the sole authority to implement any such recommendations. Kestra AS and Advisor will not be subject to any claim arising under the Plan associated with any act or failure to act of Client, any Other Client Advisor, any other fiduciary of the Plan or any Plan participant, or any failure of Client to comply with any of its obligations relating to the Plan. If Client shall retain separately Other

Client Advisors, such Other Client Advisors shall be solely responsible for the preparation and accuracy of any legal documents or other legal services, accounting or bookkeeping services, tax opinions and/or tax returns. Client acknowledges and agrees Kestra AS and Advisor shall have no responsibility for acts or omission of Other Client Advisors. Notwithstanding any other provision of this Agreement, (a) if capital stock of the employer sponsoring the Plan ("Stock") is held by or offered as an investment option under the Plan, or (b) if participants in the Plan may invest the assets in their accounts through individual brokerage accounts, a mutual fund window or other similar arrangement, Kestra AS and Advisor shall have no responsibility with respect thereto. Advisor shall not be liable for any action taken, suffered or omitted by it or for any error in judgment made by it in the performance of its non-fiduciary duties hereunder unless resulting from the gross negligence or intentional misconduct of Advisor. Client recognizes that this Agreement is non-exclusive to Kestra AS and Advisor and that each of them, or any of their affiliates, may give advice and take action in the performance of its duties for such other clients (including those who may have similar retirement plan arrangements as Client) that may differ from advice given, or in the timing and nature of action taken, with respect to Client.

7. **Term and Termination.** This Agreement shall continue from the Effective Date and may be terminated by a party at any time upon written notice to the others. Client shall be responsible for all transactions in progress until written notice is received. Kestra AS and Advisor shall not be responsible with respect to the on-going investments or administration of Plan following a termination even if the Plan continues to be invested or administered by implementing the recommendations and services provided hereunder prior to termination. Any fees paid in advance shall be pro-rated upon termination. The provisions of Sections 3, 6, 7, 9, 11 and 12 shall survive the termination of this Agreement. As consideration for the services and fees hereunder, the parties may agree that the term of this Agreement shall continue from the Effective Date for the following periods by checking one of the following:

- 1 Year
- 2 Years
- 3 Years
- Other _____

8. **Assignment.** No assignment of this Agreement shall be made by Advisor and Kestra AS without consent of the Client. For purposes of this Agreement, the term "assignment" shall have the meaning given it by Section 202(a)(1) of the Advisers Act and rules adopted thereunder.

9. **Notices.** Notices, reports, invoices etc. provided for herein shall be sent by U.S. mail, facsimile, electronic means or courier to the address of the other party set forth below (or such other address as either party may specify in writing to the other), and such notice shall become effective only upon receipt:

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Address of Client: As set forth in Appendix A, unless otherwise indicated below:

Address of Kestra AS:

1250 Capital of Texas Highway, South 2-125
Austin, TX 78746.
Attn: Retirement Services
With a copy to: General Counsel

Address of Advisor:

Client authorizes electronic delivery of any and all above notices, reports, invoices or other documents to be delivered under this Agreement at the following email address:

10. **Delivery of Form ADV.** By the signature below, Client hereby acknowledges that it has received a copy of Part 2A and the applicable Part 2B of the Form ADV of Kestra AS and consents to the disclosures therein, including those related to conflicts of interest.

11. **Arbitration.** Client, Kestra AS and Advisor agree that any controversy, claim or dispute between Client and Kestra AS, between Client, Kestra AS and Advisor, or between Client and Advisor, arising out of, or relating to this Agreement or any breach thereof, or concerning any transaction under this Agreement (collectively, the “Dispute”), shall be settled by arbitration in either the Financial Industry Regulatory Authority Dispute Resolution (“FINRA DR”) or the American Arbitration Association (AAA). Texas law and applicable federal law shall govern the arbitration. If Client, Kestra AS and Advisor (to the extent named in the Dispute as a respondent) each agree to submit the Dispute to FINRA DR, the rules of FINRA DR shall apply, and Client, Kestra AS and Advisor agree to undertake any and all procedures that FINRA DR requires to accept the Dispute, including, but not limited to: (i) execute a post-dispute agreement to arbitrate before FINRA DR; and (ii) execute, after the events occurred that gave rise to the Dispute, a special FINRA DR written submission agreement. If the Dispute is submitted to FINRA DR, Kestra AS and Advisor (to the extent named in the Dispute as a respondent) agree to pay the “Member” fees including the arbitration surcharge and process fees. If the Client, Kestra AS and/or the Advisor do not agree to arbitrate any Dispute in FINRA DR, or in the event that FINRA DR does not accept the Dispute, Client, Kestra AS and Advisor agree to submit any Dispute to AAA for

adjudication. The rules of AAA shall govern any Dispute submitted to AAA. Client, Kestra AS and Advisor agree that the arbitrators selected to adjudicate the Dispute in AAA must have prior experience arbitrating securities and employee benefit plan disputes. Any arbitration award shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having competent jurisdiction. Client understands that it cannot be required to arbitrate any dispute or controversy non-arbitrable under federal law. Section 11 of this Agreement does not constitute a waiver of any right provided by the Investment Advisers Act of 1940, including the right to choose the forum, in which to seek dispute resolution.

12. **Jurisdiction and Venue.** Client agrees that any suit, action or proceeding as contemplated in Section 11 or otherwise (“Proceeding”) with respect to this Agreement shall be brought in Texas. Client irrevocably submits to the jurisdiction of Texas courts with respect to any Proceeding not subject to arbitration as set forth above, and agrees that service of process as provided by Texas law may be made upon Client in such Proceeding, and may not claim that the Proceeding has been brought in an inconvenient forum. Client consents to the service of process out of any Texas court in any such Proceeding, by the mailing of copies thereof, by certified or registered mail, return receipt requested, addressed to Client at the address indicated in Section 9 above. Nothing herein shall be construed in any manner inconsistent with the Advisers Act or any rule, regulation or order of the Commission promulgated thereunder.

13. **Miscellaneous.** Each of Kestra AS and the Advisor is an independent contractor, and not an employee, of Client for any purpose. This Agreement states the entire agreement of the parties hereto, and is intended to be the complete and exclusive statement of the terms hereof. It may not be added to or changed orally, and may not be modified or rescinded except in writing signed by the parties hereto. This Agreement and all performance hereunder shall be governed by the laws of the State of Texas that apply to contracts made and to be performed in the State of Texas, and without regard to the conflict of law principles thereof, provided that nothing herein shall be construed in any manner inconsistent with ERISA, the Advisers Act or any rule, regulation or order of the Commission promulgated thereunder. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Headings in this Agreement are for reference only and shall not limit or otherwise affect the meaning of any provision hereof. **NOTE: This Agreement contains a mandatory arbitration clause. Client should read this clause carefully before signing.**



IN WITNESS WHEREOF, the undersigned parties have executed this agreement and its amendments as of the date and year written below:

Client Authorized Signature

Date

Printed Name

Kestra AS Advisor Signature and Rep ID#
Kestra Advisory Services, LLC

Date

Printed Name



New Account

Update Account

Client Initials **APPENDIX A**

PLAN INFORMATION

Registration Name	Tax ID#
Plan	
Plan Sponsor	
Mailing Address	Daytime Phone ()
City, State, Zip	Business Phone ()
Legal (Street) Address, No PO Boxes (If Different from Mailing Address) City State Zip	

COUNTRY OF ORGANIZATION: <input type="checkbox"/> USA <input type="checkbox"/> Other _____	Website (optional) : _____
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OTHER INFORMATION

Are you affiliated with Kestra Advisory Services, LLC? <input type="checkbox"/> Yes <input type="checkbox"/> No	Are you affiliated with or work for a member firm of a stock exchange, FINRA or an investment adviser? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, please provide name and address of the compliance officer. _____ _____
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TYPE OF REGISTRATION: *Additional papers may be required to open these accounts

Trust *Corporation *Partnership *LLC Sole Proprietorship

TYPE OF PLAN

*Profit Sharing *Defined Benefit 401(k) 403(b) 457 SEP Non-Qualified Other (Specify) _____

FINANCIAL INFORMATION

Approximate Plan Assets \$ _____	
Approximate Number of Participants: _____	
Expected Frequency of Inflows/Outflows <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input type="checkbox"/> Other _____	
Expected size of inflows _____	
Expected Size of outflows _____	

I have determined this investment and services provided herein are suitable based on my knowledge of the Client's investment objectives and financial circumstances.

Representative Signature Rep # Date	

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SERVICES

Client Initials: _____

	Description of Services	One-Time or Ongoing	Responsible Party
<input type="checkbox"/>	Management of vendor relationships Act as liaison between your organization and your current retirement plan vendor. Bring new ideas and capabilities from your vendors and the industry in general to your organization for consideration. Negotiate and manage plan expenses and fees with vendor.		
<input type="checkbox"/>	Request-for-Proposal (RFP) Lead and develop RFP process by conducting market analysis. Negotiate proposal with vendors. Deliver RFP evaluation and provide advice and guidance regarding evaluation. Coordinate vendor presentations. Facilitate change of vendor and manage conversion process (if changing vendors).		
<input type="checkbox"/>	Assist on plan design strategies Provide updates on new legislation as well as advice on implementation of new plan design capabilities and their potential impact to the plan and its participants. Review annual compliance testing to determine if there are efficiencies that can be gained by plan design changes.		
<input type="checkbox"/>	Provide fiduciary consulting & oversight Help ensure proper adherence to fiduciary obligations Help create Investment Policy Statement Help establish a Plan Investment Committee (if needed) Help coordinate the functions / activities of the Plan Investment Committee Assist with agendas and minutes of Plan Investment Committee meetings		
<input type="checkbox"/>	Investment management Coordinate the entire investment process and provide proper documentation Provide monitoring reports for the performance, risk & expenses of the plan Recommend specific actions to be taken Develop overall asset allocation strategy for plan Develop and oversee model portfolios as investment options for the participants. Make recommendations which qualify as Qualified Default Investment Alternative (“QDIA”) under ERISA.		
<input type="checkbox"/>	Employee Education & Communication Services; Enrollment Conduct employee surveys to determine interest in specific topics. Conduct group education and/or enrollment meetings at each of the main locations.		
<input type="checkbox"/>	Personalized Financial Planning (must have Participant Information Sheet on File) Conduct individual financial planning sessions with employees and spouses / significant others. Tailor sessions to meet individual needs		

Other Services, as described below or in the attached separate document:



FEE SUMMARY

Client Initials: _____

Flat Fee:

One-Time Flat Fee: \$ _____

Annual Flat Fee: \$ _____

Payment Schedule:

- Monthly
\$ _____
- Quarterly
\$ _____
- Bi-Annual (every 6 months)
\$ _____

Client shall pay fees to Kestra AS promptly upon receipt of invoice from Advisor. Unless noted otherwise below, Client authorizes a third-party to pay the above fees to Kestra AS upon their receipt of invoice.

Client does not authorize its TPA, custodian or other applicable third- party vendor to pay the above fees to Kestra AS upon their receipt of invoice from the Client or Advisor.

Asset Based Charge:

<u>Plan Assets</u>	<u>Percentage</u>
\$ _____	_____ %
\$ _____	_____ %
\$ _____	_____ %
\$ _____	_____ %
\$ _____	_____ %

Payment Schedule:

- Monthly
- Quarterly
- Bi-Annual (every 6 months)

Client shall pay fees to Kestra AS promptly upon receipt of invoice from Advisor. Unless noted otherwise below, Client authorizes a third-party to pay the above fees to Kestra AS upon their receipt of invoice.

Client does not authorize its TPA, custodian or other applicable third- party vendor to pay the above fees to Kestra AS upon their receipt of invoice from the Client or Advisor.

Offset Arrangement – Flat Fee

A: Annual Flat Fee: \$ _____

B: (Less) Commissions/Payments Received From Other Sources (platforms, carriers, etc.) \$ _____

Total Fee Owed*: \$ _____

**If “B” amount is greater than “A” amount the difference will be credited back to the Plan.*

Offset Arrangement – Asset Based Charge

A: Asset Based Charge: _____ %

B: (Less) Commissions/Payments Received From Other Sources (platforms, carriers, etc.) _____ %

Total Fee Owed* _____ %

**If “B” amount is greater than “A” amount the difference will be credited back to Plan.*

Expenses -
Client agrees to pay reasonable expenses for the following:

- Travel related expenses, as necessary, for in-person meetings (e.g., air fare, car rental, hotel)
- Printing, Copying, Mailing
- Other _____

Other

- Advisor may receive compensation directly from Client’s platform provider for acting in a non-fiduciary capacity on behalf of Client. Please contact Advisor for more information.



All fees above are to be made payable to “Kestra Advisory Services, LLC”



RETIREMENT PLAN CERTIFICATION OF INVESTMENT POWERS

Complete this form to establish, add or change information on a Retirement Plan Client account. Note that you must complete a separate certification of investment powers for each Retirement Plan Client account registration.

For use with all Non-Brokerage, Direct Business, including advisory and consulting arrangements.

Please complete all sections, print clearly, preferably in capital letters and in black ink.

The Individuals authorized on this Form will supersede any earlier designations.

1. Retirement Plan Client Information

Check if address is new

Name of Retirement Plan

Plan Establishment Date

Address

City

State

Zip

Tax ID

Kestra AS Account Number (if applicable)

Daytime Phone Number

2. Certification of Investment Powers

A. To: Kestra Advisory Services, LLC ("you")

The undersigned certify that the individuals and/or entities listed below (the "Plan Representative(s)") are fiduciaries of the Retirement Plan Client indicated in Section 1 and are authorized to act on such client's behalf (attach an additional sheet of paper if necessary)

(1) _____
Name (please print)

Street Address (if different than Retirement Plan Client's address)

Employer

Occupation

(2) _____
Name (please print)

Street Address (if different than Retirement Plan Client's address)

Employer

Occupation

(3) _____
Name (please print)

Street Address (if different than Retirement Plan Client's address)

Employer

Occupation

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- B. You, Kestra Advisory Services, LLC (“Kestra AS”) have the authority to accept orders and other instructions from those Plan Representatives listed in section 2(A). The Plan Representatives listed in Section 2(A) may execute any documents on behalf of the Retirement Plan Client, which you may require. By signing this form, the Plan Representative(s) hereby acknowledges and certify(ies) that (i) you are authorized to follow any and all instructions from any Plan Representative named herein, (ii) you have no obligation to verify the instructions so received or be responsible for any errors or actions taken in reliance on such instructions and (iii) such instructions comply with the organization documents of the Retirement Plan Client. Except as may be limited by applicable law, Retirement Plan Client agrees to release and hold harmless Kestra AS, Advisor and their respective officers, directors, and affiliates, from any and all claims and losses arising from actions taken in reliance on such orders and instructions. The authority granted herein by Retirement Plan Client ratifies and confirms any and all transactions with Kestra AS heretofore or hereafter
- C. Should only one person execute this certification, it shall be instruction that the signer is the sole Plan Representative who can provide instructions and orders to Kestra AS or seek information from Kestra AS regarding the engagement. Where applicable, plural references in this certification shall be deemed singular.
- D. We, the Plan Representatives, jointly and severally, certify that we have the power under the organization documents of the Retirement Plan Client and applicable law to enter into transactions and issue instructions for the Retirement Plan Client. Such power may include, without limitation, the authority to buy, sell (including short sales), exchange, convert, tender, redeem and withdraw assets (including delivery of securities to and from the account) and to trade securities or otherwise (including the purchase and/or sale of option contracts) for and at the risk of the Retirement Plan Client. We understand that orders and transactions will also be governed by the terms and conditions of all other account agreements applicable to the Retirement Plan Client.
 - Please check if **NOT** eligible for margin trading Please check if **eligible** for speculative options
- E. We, the Plan Representatives, agree to inform you, in writing, of any change in the composition of the Plan Representatives, or any other event that could alter the certifications made above.
- F. We, the Plan Representatives, agree that any information we give to you will be subject to verification.

Affiliations

Are any of the Plan Representatives affiliated with or employed by a stock exchange or member firm of an exchange?

No Yes If yes**, Plan Representative’s Name _____

Company Name and Address _____

Are any of the Plan Representatives a director, 10% shareholder, or policy-making executive of a public company?

No Yes If yes, Plan Representative’s Name _____

Company Trading Symbol _____

***If yes, a letter of approval from the Compliance Officer of the employing firm must be provided with this document.*

Certified To You (Kestra AS) By (All Plan Representatives must sign and date)

Plan Representatives Signature _____ Date (required) _____

Plan Representatives Signature _____ Date (required) _____

Plan Representatives Signature _____ Date (required) _____

