

RETIREMENT PLAN INVESTMENT CONSULTING AND ADVISORY AGREEMENT

THIS SERVICE AGREEMENT (“Agreement”) is entered into on _____, 20____, by and between TLG Advisors, Inc. a registered investment advisor (“Advisor”) , _____ its representative and _____ (“Plan Sponsor”) and _____ (“Plan”) and _____ (“Fiduciary”). Plan Sponsor, Plan and Fiduciary are sometimes collectively referred to as “Client”. The Fiduciary has the authority to cause the Plan to enter into, extend or renew this Agreement. Client acknowledges that the disclosures made by Advisor in this Agreement were provided to Fiduciary reasonably in advance of this Agreement being entered into and fulfill the obligations of disclosure under ERISA §408(b)2. The parties agree as follows:

1. **Services.** TLG Advisors agrees to provide the services as set forth and mutually agreed on Appendix A (collectively, the “Services”; ERISA Non-Discretionary Fiduciary Services and ERISA Discretionary Fiduciary Services as defined below are collectively “Fiduciary Services”) for the retirement plan sponsored by Client identified on Appendix A (the “Plan”). In providing the Services, Client acknowledges that TLG Advisors has no responsibility to provide any Services hereunder with respect to the following types of assets: employer securities, real estate (but excluding real estate funds and publicly traded REITS), participant loans, non-publicly traded securities or assets, (other than Collective Investment Funds or non-publicly traded securities or assets recommended by TLG Advisors), other illiquid investments, or brokerage window programs. Client further acknowledges that TLG Advisors shall have no authority or responsibility to provide Services with respect to voting proxies for securities held by the Plan or take other action related to the exercise of shareholder rights regarding such securities.

For the Services that are marked as “ERISA Non-Discretionary Fiduciary Services” in Appendix A, TLG Advisors will act as a fiduciary under ERISA Section 3(21)(A)(ii) with respect to its rendering of investment advice as that term is defined in ERISA. Additionally, if the Client elects “Additional Services” in Section II of Appendix A, TLG Advisors will act as a discretionary investment manager of the Plan (as provided for in Section 3(38) of ERISA) with regard to “ERISA Discretionary Fiduciary Services” but does not act as, nor has TLG Advisors agreed to assume the duties of, a trustee of the Plan or as Plan Administrator (as such term is defined under ERISA), and TLG Advisors has discretion only with respect to ERISA Discretionary Fiduciary Services designated hereunder, but no discretion to interpret the Plan documents, to determine eligibility or participation under the Plan, or to take any other action with respect to the management, administration or any other aspect of the Plan. (Further, neither TLG Advisors nor its affiliates has the authority or responsibility to act as a custodian for the Plan and do not take custody of Plan assets. TLG Advisors will not act as an ERISA fiduciary with respect to any Services marked as “Non-Fiduciary ERISA Services” in Appendix A.

TLG Advisors shall not, and cannot, provide legal or tax advice to Client or the Plan. Client agrees to seek the advice of its legal adviser, as to matters that might arise relating to the operations and administration of the Plan.

Client acknowledges that TLG Advisors is entitled to rely upon all information necessary for it to carry out its duties hereunder that is provided by Client, Client’s representatives or Client’s other service providers without independent verification by TLG Advisors. Client represents that all such information

provided to TLG Advisors is and shall be true, correct and complete in all material respects. Client agrees to promptly notify TLG Advisors in writing of any material change in the information provided to TLG Advisors and to promptly provide any such additional information as may be reasonably requested by TLG Advisors.

2. **Fees.**

(a) In consideration for the Services provided under this Agreement, Plan shall pay to TLG Advisors the fees shown for the Services on the Fee Schedule attached as Appendix B (the "Fee Schedule"). The fees payable to TLG Advisors as set forth on the Fee Schedule are referred to collectively as the "Fees." Client hereby authorizes the Plan's recordkeeper (or other custodian of the Plan's assets) to remit the Fees directly to the TLG Advisors from Plan assets. . Notwithstanding the Plan's obligation to pay Fees, Client may elect within its sole discretion to pay any or all Fees to TLG Advisors in lieu of payment by the Plan; provided that any Fees remaining unpaid after thirty (30) days from date of invoice shall be due and payable immediately by the Plan.

3. **Fiduciary Status; Limitations on Functions.**

(a) Custody of Plan assets will be maintained with an independent custodian selected by Client. TLG Advisors will not have custody of any assets. Client will be solely responsible for paying all fees or charges of the custodian. Neither TLG Advisors nor any of its affiliates shall have any liability with respect to custodial arrangements or the acts, conduct, or omissions of the custodian. Client authorizes TLG Advisors to instruct the custodian on Client's behalf to provide TLG Advisors with copies of all periodic statements and other reports that the custodian sends to Client.

(b) The sole standard of care imposed on TLG Advisors in performing the ERISA Fiduciary Services hereunder is to act with the care, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims, provided, however, that nothing in this Agreement shall be deemed to limit any responsibility that TLG Advisors may have to Client to the extent such limitation would be inconsistent with applicable laws, including securities laws.

4. **Discretionary Authority.** If the Client elects any service in Section II of Appendix A designated as an ERISA Discretionary Fiduciary Service, the provisions of this Section 4 shall apply to the discretionary power and authority granted to TLG Advisors under this Agreement to supervise and direct the investment of Plan assets.

(a) **Authority.** TLG Advisors shall have full power and authority to select, monitor, remove and replace the investment options offered under the Plan; provided, however, TLG Advisors shall not have any power or authority to direct the investment of Plan assets to any investment medium not otherwise authorized by the Plan's written investment policy or the platform selected by the Client. TLG Advisors shall exercise this authority in accordance with objectives, written guidelines and/or investment objectives set forth in the written investment policy, as may be amended from time to time. Client hereby appoints TLG Advisors as Client's attorney-in-fact for purposes of exercising the foregoing power and authority and discharging TLG Advisors's other obligations under this Agreement.

(b) **Trade Execution.** TLG Advisors is not responsible for placing trades or entering orders for securities transactions with respect to Plan assets or for the execution of any such orders. The placing and execution of trades in Plan assets will be the responsibility of the Plan's recordkeeper or

custodian; provided that TLG Advisors may direct the custodian to replace an investment option offered under the Plan.

(c) **Reports.** Client will provide, or instruct the custodian to provide, TLG Advisors with such reports as to the status of the Plan assets as TLG Advisors may reasonably request. Client acknowledges that TLG Advisors will not be responsible for the accuracy of any information disclosed in any such report or any report provided to TLG Advisors by any third party, and that TLG Advisors may rely on such reports without independent verification.

(d) **Confidential Relationship.** All information and advice furnished by either of the Parties to the other will be treated as confidential and will not be disclosed to third parties except as required by law or as otherwise mutually agreed upon in writing by the TLG Advisors and Client.

5. **Non-Exclusivity.** Client understands that TLG Advisors and its affiliates perform among other things, retirement plan investment consulting, retirement plan fiduciary consulting and portfolio management services for other clients. Client recognizes that TLG Advisors or any of its 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. Nothing in this Agreement shall be deemed to impose on TLG Advisors, or any of its affiliates, any obligation to advise Client with respect to the Plan, including the Services provided by TLG Advisors under this Agreement, or any of its affiliates, in the same manner as it may advise any of its other clients. Client also acknowledges that TLG Advisors and its affiliates may, by reason of its other such activities as described above, from time to time acquire confidential information. Client acknowledges and agrees that TLG Advisors is unable to divulge to the Client or any other party, or to act upon, any such confidential information with respect to its performance of this Agreement.

6. **Valuation.** TLG Advisors may rely, without independent verification, upon valuation of assets as provided by Client or the custodian or record keeper of the Plan's assets. In all events, Client acknowledges that any such valuation shall be no guarantee of any type with respect to the market value of the assets, or any portion thereof, in the Plan.

7. **Right to Renew** After the first anniversary of this agreement, this agreement will automatically be renewed unless Advisor is notified in writing at least 30 days prior to the anniversary date. Your payment of fees will constitute a renewal of this contract under the terms of this agreement. Both parties retain the right not to renew.

8. **Representations of Client.** Client represents and warrants as follows:

(a) It is the Named Fiduciary with respect to the control or management of the assets of the Plan in accordance with the requirements of ERISA. As such, Client has the power and authority to appoint an investment adviser or investment manager under the terms of the Plan, and to enter into contractual arrangements with third parties to assist in the discharge of these and related duties.

(b) Client is the fiduciary of the Plan with the authority to cause the Plan to enter into this contract, unless another party is identified on the signature page. In this capacity, Client (or such other person or group) is referred to as the Responsible Plan Fiduciary.

(c) The person signing the Agreement on behalf of Client has been delegated all necessary authority to do so by Client and the trustees (or Named Fiduciary) of the Plan, and that he or she (including Client, the trustee and the Named Fiduciary) is independent of and unrelated to TLG Advisors or any of its affiliates.

(d) The execution of this Agreement and the performance thereof is within the scope of the investment authority authorized by the governing instrument and/or applicable laws. If Client is a corporation, the signatory on behalf of such Client represents that the execution of the Agreement has been duly authorized by appropriate corporate action and agrees to provide such supporting documentation as may be reasonably required by TLG Advisors.

(e) Client and the Responsible Plan Fiduciary acknowledge that before this Agreement was entered into, TLG Advisors provided to the Responsible Plan Fiduciary information regarding services, compensation, fiduciary obligations and conflicts of interest, and the Responsible Plan Fiduciary acknowledges that it received such information sufficiently in advance of entering into this Agreement to make an informed decision to engage TLG Advisors. All such information is included in this Agreement, in the Appendixes hereto which are part of this Agreement and in TLG Advisors's Form ADV Part II, a copy of which has been delivered to Client and Responsible Plan Fiduciary and are incorporated by reference herein. Client has reviewed and considered the contents of the disclosure documents, in particular, the provisions relating to compensation, interests in transactions and potential conflicts of interest, as well as the remainder of the disclosure documents which contain information concerning, among other matters, background information such as educational and business history, business practices such as the types of TLG Advisors services provided, the methods of securities analysis used, and the like. Client and the Responsible Plan Fiduciary have determined this Agreement (i) to be in the best interests of the Plan and its participants, (ii) to be necessary for the operation of the Plan, and (iii) to be reasonable based upon the compensation to be paid for Services rendered hereunder.

(f) Client acknowledges that investments fluctuate in value and the value of investments when sold may be more or less than when purchased, and that past investment performance does not necessarily guarantee any level of future investment performance.

(g) The Plan does not prohibit payment of the Fees out of Plan assets, and Client has determined that payment of the Fees by the Plan is prudent and that the Fees are reasonable.

9. **Representations of TLG Advisors.** TLG Advisors represents as follows:

(a) It is registered as an investment adviser under the Act, and in performing the ERISA Fiduciary Services set forth in Appendix A it is acting as a Fiduciary of the Plan under ERISA and under the Act.

(b) It has the power and authority to enter into and perform this Agreement, and there are no authorizations, permits, certifications, licenses, filings, registrations, approvals or consents which must be obtained by it from any third party, including any governmental authority, in connection with this Agreement.

(c) It will not participate in or otherwise acquire a financial or other interest in any transaction to be entered into by the Plan and does not have a material financial, referral or other relationship or arrangement with a money manager, broker, other client of TLG Advisors or other person

or entity that creates or may create a conflict of interest for TLG Advisors in performing services under this Agreement, except as disclosed in Appendix E hereto.

(d) Appendix C contains an explanation of TLG Advisors's policies and procedures that address actual or potential conflicts of interest or that are designed to prevent either the compensation or relationships described in this Agreement from adversely affecting the provision of services to the Plan and how such policies or procedures address such conflicts of interest or prevent an adverse effect on the provision of services.

(e) It will disclose to the Responsible Plan Fiduciary any material change to the information regarding services, compensation and potential conflicts of interest within 30 days from the date on which TLG Advisors acquires knowledge of the material change.

(f) It will disclose all information related to this Agreement and any compensation or fees received under the Agreement that is requested by Client in order to enable Client to comply with the reporting and disclosure requirements of Title I of ERISA and the regulations, forms and schedules issued thereunder.

(g) TLG Advisors will receive the compensation shown in Appendix B only, and does not receive any compensation from any third party in connection with the services hereunder except as shown in such Appendix and as indicated in Section 2(b).

10. **Indemnity.** TLG Advisors agrees to indemnify and hold Client harmless from any and all liabilities and claims, including but not limited to damages, court costs, reasonable legal fees and costs of investigation, which arise directly from TLG Advisors's intentional misconduct or gross negligence or breach of fiduciary duty with respect to the Services hereunder; provided, however, in no event shall TLG Advisors be liable for any indirect, special, consequential or exemplary damage with respect to its Services.

11. **Termination.** Client shall be entitled to terminate this Agreement within five business days of the execution of this Agreement without incurring a penalty or charge. Otherwise, either party may terminate this Agreement upon 30 days prior written notice to the other party, and TLG Advisors shall be entitled to a pro-rata amount of compensation. Such termination will not, however, affect the liabilities or obligations of the Parties arising from transactions initiated prior to such termination, and such liabilities and obligations (together with the provisions of Sections 9 and 12) shall survive any expiration or termination of this Agreement.

12. **General Provisions.**

(a) **Assignability.** This Agreement is not assignable by either Party hereto without the prior written consent of the other Party.

(b) **Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, survivors, administrators and assigns.

(c) **Modification.** The Agreement may be modified, including without limitation the Services to be provided by TLG Advisors or the Fees charged by TLG Advisors (i) by mutual written agreement or (ii) in the manner set forth herein and consistent with the procedure described in Department of Labor Opinion 97-16A (which is set forth in the next paragraph).

TLG Advisors may propose to increase or otherwise change the Fees charged, to change the Services provided or otherwise modify this Agreement by giving Client at least sixty (60) days advance notice of the proposed change. The notice shall be given in the manner described in Section 11(e) below. The notice will (1) explain the proposed modification of the Fees, Services or other provisions; (2) fully disclose any resulting changes in the Fees to be charged as a result of any proposed change in the Services or other changes to this Agreement; (3) identify the effective date of the change; (4) explain Client's right to reject the change or terminate this Agreement; and (5) state that pursuant to the provisions of this Agreement, if Client fails to object to the proposed change(s) before the date on which the change(s) become effective Client will be deemed to have consented to the proposed change(s).

If Client rejects any change to this Agreement proposed by TLG Advisors, TLG Advisors shall not be authorized to make the proposed change. In that event Client shall have an additional sixty (60) days from the proposed effective date (or such additional time beyond 60 days as may be agreed by TLG Advisors) to locate a service provider in place and instead of TLG Advisors. If at the end of such additional sixty (60) day period (or such additional time period as agreed by TLG Advisors), the parties have not reached agreement on the proposed changes, this Agreement shall automatically terminate.

(d) **Severability.** If any one or more of the provisions of this Agreement (other than the provisions of Section 8) shall, for any reason, be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be enforced as if such illegal or invalid provision had not been contained herein.

(e) **Notices.** Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, (iii) sent via a nationally recognized overnight courier service, or (iv) sent via facsimile and confirmed in writing to:

If to TLG Advisors:

TLG Advisors, Inc.
26 W. Dry Creek Circle, Suite 575
Littleton, CO 80120
Attn: Compliance

If to Client: to the address set out on the signature page or such other address or facsimile as any Party shall have designated by notice in writing to the other Party. All notices shall be deemed to have been given or made when delivered by hand or courier, or when sent by facsimile, or if mailed, on the third business day after being so mailed.

(f) **Headings.** All headings used herein are for ease of reference only and in no way shall be construed as interpreting, decreasing or enlarging the provisions of this Agreement.

(g) **Entire Understanding.** This Agreement constitutes and contains the entire understanding between the parties and supersedes all prior oral or written statements dealing with the subject matter herein

(h) **Applicable Law.** The laws of the State of California shall govern this Agreement in all respects, including but not limited to the construction and enforcement thereof, unless otherwise preempted by federal law

(i) **Waiver or Limitation.** Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which the Client or the Plan or any other party may have under ERISA or federal or state securities laws.

13. **Dispute Resolution; Arbitration.**

(a) All disputes, actions or controversies between Client and TLG Advisors or its affiliates, including any of TLG Advisors's present or former officers, directors, agents or employees, which may arise out of or relate to any of the Services provided by TLG Advisors under this Agreement, or the construction, performance or breach of this or any other agreement between TLG Advisors or an affiliate and Client, whether entered into prior to, on or subsequent to the date hereof, shall be resolved by negotiation of the parties acting in good faith.

(b) If the parties are unable to resolve their differences through negotiation, the parties shall engage in non-binding mediation, using the services of an impartial, neutral mediator selected by mutual agreement of the parties. Mediation is voluntary once commenced, and either party may withdraw from the mediation process at its sole discretion at any time. The fees of the mediator shall be borne equally by the parties.

(c) If the parties are unable to agree on a single mediator or to resolve the issues through mediation, to the extent permitted by law, then the matter shall be settled by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Unless the parties can agree on a single arbitrator, the matter shall be heard by a panel of three arbitrators, one selected by each party and the third selected by the two arbitrators so appointed. Judgment upon any award rendered by the arbitrator(s) shall be final, and may be entered into any court having jurisdiction. In agreeing to binding arbitration, Client is aware that:

(i) Arbitration is final and binding on the Parties.

(ii) The Parties are waiving their right to seek remedies in court, including the right to jury trial, except to the extent such a waiver would violate applicable law.

(iii) Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings.

(iv) The arbitration award is not required to include factual findings or legal reasoning and any Party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.

(v) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

The Parties have executed this Agreement as of the date set forth above.

Plan Sponsor

TLG Advisors Representative

By: _____

By: _____

Print Name: _____

Title: _____

Title: _____

Address: _____

ACCEPTED BY THE RESPONSIBLE PLAN FIDUCIARY By: _____

APPENDIX A

TLG Advisors shall perform the following Services for the _____ Plan (the "Plan"), as mutually agreed by TLG Advisors and the Client. Services to be performed shall be checked and initialed by each party.

I. Standard Services

a. ERISA Non-Fiduciary Services

____ **Education Services to Plan Committee.** TLG Advisors will provide training for the members of the Plan Committee (or those designated by the Responsible Plan Fiduciary) with regard to their service on the Committee, including guidance with respect to fiduciary duties, at times mutually agreeable to the parties. TLG Advisors will not render individualized investment advice and will not be held to an ERISA fiduciary standard for services rendered hereunder.

____ **Participant Education Services.** TLG Advisors will conduct initial and/or periodic [annual semi annual quarterly or as mutually agreed upon] enrollment and informational meetings with employees and Participants and provide investment education. In accordance with the Department of Labor's Interpretative Bulletin 96-1, TLG Advisors may provide information about the Plan, general financial and investment information and information and materials relating to asset allocation models available through the Plan. TLG Advisors may also provide interactive investment materials to assist Participants in assessing their future retirement income needs and the impact of different asset allocations on retirement income. Pre and post retirement education and options may also be provided to participants by the Advisor. At participant's, beneficiary's or plan's termination Advisor is authorized to facilitate transfer of plan assets.

____ **Plan Search Support.** TLG Advisors will manage the preparation, distribution and evaluation of Request For Proposals, finalist interviews, and conversion support. TLG Advisors will not render individualized investment advice and will not be held to an ERISA fiduciary standard for services rendered hereunder.

Additional Services.

b. ERISA Non-Discretionary Fiduciary Services

____ **Investment Policy Statement:** TLG Advisors will assist the Client in developing a formal, written Investment Policy Statement ("IPS") or it may review and recommend amendments to the Client relating to the existing IPS. The IPS may contain the standards and processes for selecting and monitoring Plan investments, and will set forth the number of general investment options and asset class categories to be offered to Plan participants with a goal of providing a menu of investments that will allow for the

creation of well-diversified portfolios through a mix of equity and fixed income exposures. The IPS is subject to the final approval of Client, and TLG Advisors does not guarantee that Client will achieve the investment objectives in the IPS.

____ **Investment Recommendations & Performance Monitoring:** Unless the Client elects Additional Services below, TLG Advisors will perform the following Non-Discretionary Fiduciary Service as an ERISA fiduciary. TLG Advisors will review the investment options available through the Plan and will provide recommendations to the Client to assist the Client in selecting the “core” investments to be offered to Plan participants, including the Plan’s QDIAs if applicable, that meet the criteria set forth in the Plan’s investment policy statement (“IPS”) that has been approved by the Client. TLG Advisors will provide reports on a regular basis that are designed to assist the Client in monitoring the core investment options and may provide recommendations to assist the Client in removing and replacing investments that no longer meet the IPS criteria.

____ **Selection of Qualified Default Investment Alternative.** TLG Advisors will recommend to Client an investment fund product or model portfolio meeting the definition of a QDIA in ERISA Regulation 2550.404c-5(e)(3). The QDIA shall be reflected in the IPS. Client retains the sole responsibility to provide all required notices to Participants as required under ERISA section 404(c)(5). TLG Advisors makes no representations that the Plan will otherwise be compliant with section 404(c).

For ERISA Non-Discretionary Fiduciary Services rendered hereunder, TLG Advisors acknowledges that it will be acting as a fiduciary to the plan pursuant to ERISA and the Investment Advisers Act of 1940.

II. Additional Services

____ Client elects to engage TLG Advisors to provide the following Additional Services. The fees for Additional Services offered under Section II are set forth in the Additional Fee Schedule at Appendix B.

a. Discretionary Investment Management Services :

____ **Investment Management Services:** TLG Advisors shall have discretionary investment authority to direct the core investments to be offered to Plan participants in a manner that is consistent with the criteria set forth in the Plan’s investment policy statement (“IPS”) that has been approved by the Client. Such authority will include that necessary to select, monitor, remove, and replace all investment alternatives which constitute the core investment menu. In the event that TLG Advisors provides instructions directly to the plan’s record-keeper or third-party administrator with regard to the removal, or replacement of investments, TLG Advisors will provide the Client with a report containing the basis for those decisions.

In rendering Investment Management Services or any other ERISA Discretionary Fiduciary Service selected below, TLG Advisors will act as an ERISA fiduciary and will serve as an investment manager as defined in Section 3(38) of ERISA, and as a fiduciary under the Investment Advisers Act. TLG Advisors shall retain final decision making authority with regard to all ERISA Discretionary Fiduciary Services, and the Plan fiduciaries remain responsible for demonstrating that TLG Advisors was prudently selected and monitored.

b. Non-Fiduciary ERISA Services:

_____ **Review of Fiduciary Liability Insurance Coverage:** TLG Advisors will work with qualified insurance professionals to review Client’s fiduciary liability coverage. TLG Advisors may assist the Client in obtaining additional or replacement insurance if necessary.

_____ **Monitoring of Qualified Fiduciary:** The Client is responsible as a Plan fiduciary for selection of TLG Advisors as a Plan fiduciary, and for monitoring the performance of TLG Advisors. To facilitate this responsibility, TLG Advisors will provide Client with a structure for the annual review and monitoring of the TLG Advisors as a Plan fiduciary.

_____ **Participant Advice:** TLG Advisors will meet with Plan participants that seek to engage TLG Advisors for Participant Advice services to gather information concerning their retirement investments, time horizon, risk tolerance and investment goals. TLG Advisors will review the information and generate individualized investment advice that may include a recommendation to invest in a particular model portfolio, CIF or percentages to be allocated among a number of the Plan’s core investment options. TLG Advisors will not provide recommendations on investments held outside of the plan, and the Plan participant retains the sole responsibility to implement the recommendations and to update TLG Advisors as to personal financial information. TLG Advisors does not guarantee that the Plan participants’ investment objectives will be achieved. Participant Advice shall be delivered as an ERISA Non-Discretionary Fiduciary Service.

Plan Sponsor

Initial

TLG Advisors

Initial

Responsible Plan Fiduciary

Initial

APPENDIX B – Fee Schedule

Advisor's advisory fee for Standard Services shall be:

_____ None paid by plan. Fees paid by investment provider and not charged to plan.

_____ Annual Flat Fee of \$_____, paid in equal quarterly payments, and any fees received by Advisor's broker-dealer shall offset the fees of Advisor.

_____ Percentage of Plan Assets of ___ basis points, paid based on the value of plan assets at the end of the quarter, and any payments received by Advisor's broker-dealer shall offset the fees of Advisor

_____ Level compensation of _____ basis points is paid to Advisors' affiliate, Advisor's broker-dealer, solely from the Investment Provider with no fee paid to TLG Advisors.

Advisor's advisory fee for Additional Services shall be:

_____ Annual Flat Fee of \$_____, paid in equal quarterly payments, and any fees received by Advisor's broker-dealer shall offset the fees of Advisor.

_____ Percentage of Plan Assets of ___ basis points, paid based on the value of plan assets at the end of the quarter, and any payments received by Advisor's broker-dealer shall offset the fees of Advisor

_____ Level compensation of _____ basis points is paid to Advisors' affiliate, Advisor's broker-dealer, solely from the Investment Provider with no fee paid to TLG Advisors.

_____ Included in compensation for standard services.

Advisory fees will be charged:

_____ In advance on a calendar quarterly basis

_____ Not applicable. Commissions paid by Investment Provider to Advisor's broker-dealer will offset advisory fees.

Billing procedures (must check at least one of the following):

_____ Advisor shall provide an invoice to the Plan Sponsor within ten business days of the end of the calendar quarter. Fees shall be due upon receipt of the billing notice sent from TLG Advisors.

_____ Client authorizes the Investment Provider or Third Party to pay the fees due the Advisor upon receipt of the billing notice sent by the Advisor, Advisor Representative, Investment Provider or Third Party. A quarterly statement setting forth the fees deducted from the Plan shall be provided by one of these parties.

_____ Not applicable. The Investment Provider pays Advisor's broker-dealer from Investment Provider's product.

Additional Instructions:

APPENDIX C – TLG Advisors Code of Ethics

TLG Advisors, Inc. places high importance on the practice of high ethical standards in the Advisor-Client relationship. This section, together with the entire manual, comprises TLG Advisors Code of Ethics.

a. Duty to Clients

A TLG IAR has a duty to exercise his/her authority and responsibility for the benefit of the client, to place the interests of the client first, and to refrain from having outside interests that conflict with the interests of the client. The TLG IAR must avoid any circumstance that might adversely affect or appear to affect its duty of complete loyalty to his/her client.

b. Legal Standards

It is unlawful for any IAR in connection with the purchase or sale, directly or indirectly, of a security held or to be acquired:

1. To employ any device, scheme, or artifice to defraud;
2. To make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements, in light of the circumstances under which they are made, not misleading;
3. To engage in any act, practice, or course of business that operates or would operate as a fraud or deceit; or
4. To engage in any manipulative practice.

c. Conflicts of Interest

Every TLG IAR has a duty to disclose potential and actual conflicts of interest to their clients. IARs and solicitors have a duty to report potential and actual conflicts of interest to their advisory firms. Advisors should not accept gifts (other than de minimis gifts) from persons or companies doing business with the IAR.

d. Use of Disclaimers

Advisors should not attempt to limit their liability for willful misconduct or gross negligence through use of disclaimers.

e. Suitability

Each TLG IAR has a fiduciary duty to recommend only those investments that are suitable for a client based upon the client's particular situation and circumstances.

f. Duty to Supervise

TLG has a duty to supervise the activities of persons who act on its behalf under section 203(e)(5). To satisfy its duty to supervise, TLG must

1. Establish procedures that could be reasonably expected to prevent and detect violations of the law by its advisory personnel;
2. Create a system of controls to assure compliance with applicable securities laws;

3. Ensure that all advisory personnel fully understand the TLG policies and procedures; and
 4. Establish a review system to assure that TLG's policies and procedures are effective and are being followed.
- g. Personal Securities Transactions
- All personal securities transactions must be reviewed and approved by the Firm's Chief Compliance Officer. Each IAR must have duplicate copies of any personal trading accounts sent to the CCO and must submit an annual report of security holdings, with the exclusion of mutual funds, money market funds and instruments, and unit investment trusts. This report should be submitted to the CCO via fax or email the first month of each year.
- h. Violations of Code Of Ethics
- Any IAR aware of any violations of this code of ethics should report them promptly to the compliance officer.

APPENDIX D – TLG Advisors Privacy Policy

Like most industries today, the financial services industry is rapidly being shaped by technology, which is literally changing the way we do business. To be successful in this environment, we must continue to insure that our customers are confident that we will manage their financial affairs expertly and confidentially.

At TLG Advisors our customers have access to a broad range of products and services from basic banking products to investments, mortgages, insurance, and online banking. To deliver these products and services as effectively and conveniently as possible, it is essential that we use technology to manage and maintain certain customer information.

We want to assure all of our customers that whenever information is used, it is done with discretion. The safeguarding of customer information is an issue we take seriously at TLG Advisors. To affirm our continuing commitment to the proper use of customer information, we have set forth the following Privacy Principles. It is these Privacy Principles that guide us in serving the privacy needs of our customers.

- 1. Recognition of a Customer's Expectation of Privacy:** At TLG Advisors, we believe the confidentiality and protection of customer information is one of our fundamental responsibilities. And while information is critical to providing quality service, we recognize that one of our most important assets is our customers' trust. Thus, the safekeeping of customer information is a priority for TLG Advisors.
- 2. Use, Collection, and Retention of Customer Information:** TLG Advisors limits the use, collection, and retention of customer information to what we believe is necessary or useful to conduct our business, provide quality service, and offer products, services, and other opportunities that may be of interest to our customers.
- 3. Maintenance of Accurate Information:** TLG Advisors recognizes that it must maintain accurate customer records. Therefore, TLG Advisors has established procedures to maintain the accuracy of customer information and to keep such information current and complete. These procedures include responding to requests to correct inaccurate information in a timely manner.
- 4. Limiting Employee Access to Information:** At TLG Advisors, employee access to personally identifiable customer information is limited to those with a business reason to know such information. Employees are educated on the importance of maintaining the confidentiality of customer information and on these Privacy Principles. Because of the importance of these issues, all TLG Advisors employees are responsible for maintaining the confidentiality of customer information and employees who violate these Privacy Principles will be subject to disciplinary measures.
- 5. Protection of Information via Established Security Procedures:** TLG Advisors recognizes that a fundamental element of maintaining effective customer privacy procedures is to provide reasonable protection against the unauthorized access to customer information. Therefore, TLG Advisors has established appropriate security standards and procedures to guard against any unauthorized access to customer information.
- 6. Restrictions on the Disclosure of Customer Information:** We do not share confidential information about clients with nonaffiliated third parties except as required or permitted by law,

permitted in connection with fraud investigations and litigation, in connection with acquisitions and sales, or at the request or with the permission of a client.

7. Maintaining Customer Privacy in Business Relationships with Third Parties: If we provide personally identifiable customer information to a third party with which we have a business relationship, we will insist that the third party keep such information confidential, consistent with the conduct of our business relationship.

8. Disclosure of Privacy Principles to Customers: TLG Advisors recognizes and respects the privacy expectations of our customers. We want our customers to understand our commitment to privacy in our use of customer information. As a result of our commitment, we have developed these Privacy Principles which are made readily available to our customers. Customers who have questions about these Privacy Principles or have a question about the privacy of their customer information should call 800-293-4296 or e-mail compliance@leadersgroup.net.

These Privacy Principles apply to individuals, and we reserve the right to change these Privacy Principles, and any of the policies or procedures described above, at any time without prior notice. These Privacy Principles are for general guidance and do not constitute a contract or create legal rights and do not modify or amend any agreements we have with our customers.

I have read and understand the terms of these Privacy Principles.

Plan Sponsor

Responsible Plan Fiduciary

Initial

Initial