

# Plan Confidence™ Services: Co-Adviser Agreement

This Agreement is entered into between **YOUR FIRM'S NAME HERE** hereafter referred to as 'Co-Adviser'), a Registered Investment Adviser under the Investment Advisers Act of 1940 (hereafter referred to as "1940 Act") or state securities law, and Plan Confidence Corporation ("PLAN CONFIDENCE CORPORATION"), a Registered Investment Adviser under the 1940 Act, and sets forth the terms and conditions under which the Co-Adviser will establish co-adviser client relationships with PLAN CONFIDENCE CORPORATION.

WHEREAS, PLAN CONFIDENCE CORPORATION is registered as an "internet only" investment adviser with the U.S. Securities and Exchange Commission ("SEC") to provide investment adviser services to its clients; and

WHEREAS, Co-Adviser is not an employee, agent or officer of PLAN CONFIDENCE CORPORATION, but is an independent contractor and desires use of the PLAN CONFIDENCE CORPORATION services when appropriate for their investment adviser clients; and

NOW, THEREFORE, in consideration of the mutual agreements contained in this Agreement, the parties agree as follows:

## 1. PLAN CONFIDENCE Appointment and Duties

### a) Plan Confidence™ Services

PLAN CONFIDENCE CORPORATION provides investment adviser services to individual clients through its Plan Confidence™ services. Subject to the terms and conditions of this Agreement, PLAN CONFIDENCE CORPORATION appoints Co-Adviser and its employees, agents and representatives (collectively referred to as "Co-Adviser"), to act as client account co-advisers on a non-exclusive basis for PLAN CONFIDENCE CORPORATION and its Plan Confidence™ services. Co-Adviser will identify and establish prospective Plan Confidence™ services accounts for their clients with PLAN CONFIDENCE CORPORATION.

### b) PLAN CONFIDENCE Relationship with Co-Adviser

Co-Adviser will at all times be acting as an independent contractor and not as an agent, employee, or representative of PLAN CONFIDENCE CORPORATION under this Agreement. No agreement with any client co-advised by Co-Adviser shall become effective unless and until accepted by PLAN CONFIDENCE CORPORATION.

### c) PLAN CONFIDENCE Documents and Online Access

In consideration of the services to be performed by Co-Adviser, PLAN CONFIDENCE CORPORATION agrees to promptly provide Co-Adviser with access to PLAN CONFIDENCE CORPORATION'S current Form ADV Part 2A, Plan Confidence™ services application, online access, other forms, reports and marketing material.

## 2. Co-Adviser's Duties

Co-Adviser agrees, represents and warrants the following to PLAN CONFIDENCE CORPORATION:

**a) Co-Adviser Authority**

Co-Adviser represents and warrants to PLAN CONFIDENCE CORPORATION that it has full legal right and authority to enter into this Agreement, perform its obligations and duties, and provide the services required of it under this Agreement. Co-Adviser represents and warrants that the person signing this Agreement on its behalf has been authorized to do so by the appropriate action of Co-Adviser.

Co-Adviser agrees to furnish PLAN CONFIDENCE CORPORATION with such documents as PLAN CONFIDENCE CORPORATION may reasonably request with respect to the foregoing. Co-Adviser further agrees to advise PLAN CONFIDENCE CORPORATION of any event which might affect this authority or the validity of this Agreement.

**b) Absence of Statutory Disqualification**

Co-Adviser will remain in compliance with all applicable laws, rules and regulations throughout the duration of this Agreement. Neither Co-Adviser nor any of its employees, agents or representatives are subject to a statutory disqualification as investment advisers or investment adviser representatives under the 1940 Act or under state law. Co-Adviser shall promptly notify PLAN CONFIDENCE CORPORATION should any of its employees, agents or representatives who will be engaging in co-adviser activities through Plan Confidence™ services become subject to any proceeding that might result in such disqualification.

**c) Review of Applicable Laws**

Co-Adviser has reviewed and understands the statutory and regulatory provisions under federal and state laws governing investment advisory activities, including the requirements to register as an investment adviser prior to participating in any such activities and the need to comply with antifraud prohibitions of federal and state securities laws. Any person who will conduct co-adviser activities under this Agreement will remain in compliance with all applicable laws in those jurisdictions which such co-advisory activities shall occur, including but not limited to registration as a PLAN CONFIDENCE CORPORATION representative of Co-Adviser.

**d) Co-Adviser Activities**

Co-Adviser shall be solely responsible for any and all co-advice made under this Agreement and Co-Adviser Representative shall be responsible for any and all co-advice made under the Co-Adviser Agreement Addendum (**SEE Plan Confidence™ Agreement and Conditions Co-Adviser Agreement Addendum**). In performing these services under this Agreement, Co-Adviser shall:

- (1) Assist clients in establishing Plan Confidence™ services accounts. Co-Adviser's services include assisting clients determining the suitability of the Plan Confidence™ services for the clients. Co-Adviser will conduct all direct communications with clients including the determination of their risk tolerance for their accounts.
- (2) Comply with the provisions of this Agreement, PLAN CONFIDENCE CORPORATION'S instructions, and applicable federal and state law, including without limitation, the 1940 Act, and where applicable, the Employee Retirement Income Security Act of 1974 ("ERISA");
- (3) Not make any representations regarding the PLAN CONFIDENCE CORPORATION that are false or misleading or in any way inconsistent with the written or online materials provided by

- the PLAN CONFIDENCE CORPORATION, including, without limitation, the current Form ADV Part 2A as filed by PLAN CONFIDENCE CORPORATION with the SEC;
- (4) Provide access to each prospective client a current copy of Co-Adviser's Form ADV Part 2A Disclosure Brochure; and any other documentation required by their firm;
  - (5) Help each prospective client setup and complete the online process which includes an electronic "signature" for the PLAN CONFIDENCE CORPORATION™ Service Agreement and Co-Adviser Agreement Addendum;
  - (6) Not provide any investment advice on behalf of PLAN CONFIDENCE CORPORATION or take or fail to take any action, directly or indirectly, which might cause anyone to believe that Co-Adviser is rendering or will render investment advisory services on behalf of PLAN CONFIDENCE CORPORATION;
  - (7) Obtain and provide to PLAN CONFIDENCE CORPORATION all information and documentation requested by PLAN CONFIDENCE CORPORATION with respect to this Agreement.

### **3. Compensation, Pricing & Trading**

#### **a) Fees from participants (optional)**

For co-advised clients who open accounts with respect to Plan Confidence™ services, and for as long as such clients maintain Plan Confidence™ services accounts, PLAN CONFIDENCE CORPORATION may pay Co-Adviser fees collected from Stripe, Inc., a third-party online payment processor, coded into the PLAN CONFIDENCE CORPORATION services.

#### **b) Fee Payments**

In all instances, the above compensation payments will be directed to Co-Adviser. Under no circumstances will PLAN CONFIDENCE CORPORATION make payments directly to Co-Adviser's employees, agents or representatives. Co-Adviser compensation will be paid directly to Co-Adviser on a quarterly basis until this Agreement is terminated. A "breakdown" of all the participants, Co-Advisers representative(s) and compensation will be remitted to Co-Adviser with each payment.

#### **c) Hold Harmless & Reasonable Compensation**

In all instances, compensation payments charged by Co-Adviser will be reasonable in light of the services rendered by Co-Adviser. Co-Adviser agrees to indemnify and hold harmless PLAN CONFIDENCE CORPORATION from liability per **Provision 6. Indemnity** below for all fees collected and paid to Co-Adviser under this agreement.

#### **d) Costs to Co-Adviser**

**Co-Adviser Representative(s)** will be billed **\$129.00** per month, per adviser, for the first **15** participants and **\$5.00** for every participant over **15** ("**Starter Plan**") or **\$299.00** per month, per adviser, for the first **50** participants and **\$5.00** for every participant over **50** ("**Professional Plan**"). Payment will be made by Co-Adviser Representative(s) on a recurring basis and their debit/credit card or ACH will be billed the same day as the first invoice was paid.

#### **e) Plan Confidence University (PCU)**

All costs due from adviser's use of the Starter Plan or Professional Plan will be waived for the first sixty days if Co-Adviser Representative enrolls, is accepted and "graduates" from the four-week training program known as "Plan Confidence University" (PCU). "Day One" of the sixty starts on the first day of PCU. PCU is completely voluntary and not required for use of our software. After completion of

PCU and completion of the sixty-day trial period, Co-Adviser **Representative will be entitled to a discount of the software. The Starter Plan will be discounted to \$99 per month and the Professional Plan will be discounted to \$249 per month.**

**f) Trading Authorization (optional)**

Non-Discretionary Advice will be uploaded to the participant dashboard and an email and/or “push” notification will be sent to the participant. Participant will inform Plan Confidence Corporation they want their account traded by clicking the “Trade My Account” button on the Participant Dashboard. PLAN CONFIDENCE CORPORATION will receive a “trade file” at [trading@planconfidence.com](mailto:trading@planconfidence.com) showing the changes participant would like implemented.

PLAN CONFIDENCE CORPORATION will utilize the services a third-party Order Management System (FeeX). FeeX uses proprietary technology to implement the recommended changes on the participant’s plan sponsor/custodian website. FeeX provides Plan Confidence Corporation with a platform to view and upload trades for your clients at any custodian. The Username and Password for the participant’s account will be stored at FeeX and used to execute the trades. At no time will PLAN CONFIDENCE CORPORATION nor Co-Adviser Representative(s) have access to the Username and/or Password and at no time will PLAN CONFIDENCE CORPORATION nor Co-Adviser Representative(s) have any direct communication with the custodian or custody of the participant’s assets.

**g) Trading Fees**

PLAN CONFIDENCE CORPORATION will charge a minimum fee of 25 basis points per year, billed monthly (.020833% per month), (rounded to the nearest \$5.00 increment) to participant or Co-Adviser Representative(s) of the balance of the portfolio needed to be traded. This fee will reset quarterly. FeeX will be paid .25% per year for use of their Order Management System by Plan Confidence Corporation.

**4. Termination**

**a) General Termination**

Except as provided in Provision **4. b)** below, this Agreement will continue in effect until receipt of written notice thirty (30) days prior to termination by either party.

**b) Statutory Disqualification**

Either party may terminate this Agreement immediately, upon written notice to the other party, if either party becomes statutorily disqualified to act as an investment adviser under the 1940 Act or state law. Notwithstanding any other provision of this Agreement to the contrary if either party terminates this Agreement pursuant to this Provision **4. b)**, Co-Adviser shall not be entitled to receive any further compensation of any kind from PLAN CONFIDENCE CORPORATION.

**c) Non-Payment**

If the associated credit/debit card associated with the recurring charge cannot be made, Co-Advisor shall make full payment within ten (10) days of the failed invoice. All accounts associated with the non-payment of Co-Advisor will be suspended until full payment is received by PLAN CONFIDENCE CORPORATION.

If this Agreement is terminated by either party, for any reason other than Provision **4. b)**, Co-Adviser shall be entitled to continue to receive the compensation specified in Provision **3.** for all accounts introduced to PLAN CONFIDENCE CORPORATION by Co-Adviser before the date of the termination of this Agreement. Termination of the Agreement will not affect the liabilities or obligations of the parties arising out of transactions initiated prior to termination.

## **5. Confidential Information**

Except as otherwise agreed in writing or as required by law, each party will keep confidential all information relating to the organization, services, finances, business, client names and information, transactions, or affairs of the other, provided; however, that no party shall be required to keep confidential any information which has properly entered the public domain otherwise than through the default of the other party.

Notwithstanding anything to the contrary in this Agreement, and in addition, and not in lieu of any other provision in this Agreement, the term “confidential information” includes but is not limited to all proprietary and confidential information of each party, and includes without limitation, all information regarding the clients of each party; the accounts, account numbers, names, addresses, or any other personal identifier of such clients, or any information derived under this agreement.

Neither party shall use or disclose confidential information for any purpose other than to carry out the purpose for which the confidential information was provided to them as set forth in this Agreement, and neither party is to cause their employees, agents, representatives, or any other party to whom they may provide access to or disclose confidential information to limit the use and disclosure of confidential information to that purpose.

This **Provision 5.** shall survive the termination of this Agreement.

## **6. Indemnity**

PLAN CONFIDENCE CORPORATION and Co-Adviser shall indemnify and hold harmless each other from and against all claims, losses, liabilities, or damages (including reasonable attorney’s fees and other related expenses) arising from or in connection with this Agreement; provided, however, that PLAN CONFIDENCE CORPORATION’S and Co-Adviser ’s obligation under this Provision **6.** shall be reduced to the extent that the claim, loss, liability or damage is caused by or is otherwise directly related to other party’s own willful misfeasance, bad faith or negligence, or to the reckless disregard of its duties under this Agreement.

## **7. Severability**

It is understood by the parties that if any term, provision, duty or obligation under this Agreement is held to be unenforceable, illegal or in conflict with applicable federal or state law by a proper court of law, the validity of the remaining portion shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if such invalidity or unenforceable provision is not contained in this Agreement.

## **8. Governing Law**

The Agreement shall be construed under the laws of the State of Florida in a manner consistent with the Investment Advisers Act of 1940 and the rules and regulations of the Securities Exchange Commission.

## **9. Assignment**

This Agreement may not be assigned or transferred in any manner by either party without the written consent of both parties.

## **10. Arbitration**

PLAN CONFIDENCE CORPORATION and Co-Adviser agree that all controversies that may arise between the parties concerning performance or breach of this Agreement, or any other agreement between them, whether entered into before, on, or after the date this Agreement is entered shall be determined by arbitration before a panel of independent arbitrators established by the American Arbitration Association. All arbitration hearings shall be held in the State of Florida pursuant to the arbitration laws of the State of Florida.

PLAN CONFIDENCE CORPORATION and Co-Adviser understand and acknowledge the following:

- Arbitration is final and binding on the parties.
- The parties are waiving their right to seek remedies in court, including the right to a jury trial.
- Pre-arbitration discovery is generally more limited than and different from court proceedings.
- The arbitrators' 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.
- The panel of arbitrators will typically include arbitrators who were or are affiliated with the securities industry.
- That judgment upon any arbitration award may be entered in any court of competent jurisdiction.

Failure by either party to enforce this Provision **10.** shall not constitute as waiver of any rights under this Agreement except to the extent stated herein. Nothing in this Provision is intended to be a waiver of any right of action either party may have under applicable federal or state securities law.

## **11. Receipt of Privacy Policy Acknowledgment**

Co-Adviser acknowledges receipt of the PLAN CONFIDENCE CORPORATION'S Privacy Policy in compliance with the SEC's Regulation S-P (Privacy of Consumer Financial Information), which was adopted to comply with Section 504 of the Gramm-Leach-Bliley Act. PLAN CONFIDENCE CORPORATION has disclosed to Co-Adviser its policies and procedures regarding the use and safekeeping of personal information.

## **12. Entire Agreement**

This Agreement represents the entire Agreement between the parties and may only be revised with the consent of both parties.

--- SIGNATURES ON FOLLOWING PAGE ---

**Co-Adviser Name:** YOUR FIRM'S NAME HERE  
**Address:** YOUR FIRM'S ADDRESS HERE

Accepted by:

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

**Signature:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

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

**PLAN CONFIDENCE CORPORATION**  
: **4974 Oldham St Sarasota FL 34238**

Accepted by:

Name: **Kevin T Clark, RF™**

Signature \_\_\_\_\_ Dated: \_\_\_\_\_

Title: **CEO**