



Ascent Retirement Advisors, LLC

RETIREMENT PLAN CONSULTING AGREEMENT

3455 N WINSOME PL  
BOISE, ID, 83702

Version Date: 4/10/2023

This **RETIREMENT PLAN CONSULTING AGREEMENT** is made by and between \_\_\_\_\_, the Trustee of \_\_\_\_\_ (the "Plan"), and Ascent Retirement Advisors, LLC ("ARA") as of the Effective Date set forth in the signature page hereto.

**WITNESSETH:**

WHEREAS, the Plan has established a plan for investment of its assets;

WHEREAS, ARA agrees to serve as investment Advisor pursuant to the terms of this Retirement Plan Consulting Agreement (this "Agreement"); and

WHEREAS, the Plan has selected ARA based on its representations and wishes to appoint ARA as Investment Advisor to the Plan, and ARA wishes to accept this appointment on the terms and conditions set out below.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Appointment.** The Plan hereby authorizes and appoints ARA as **non-discretionary** Retirement Plan consultant to the Plan's Retirement Plan plan(s) and account(s).

2. **Representations and Warranties.**

2.1 The Plan hereby represents and warrants to ARA as follows:

(a) The Plan has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly authorized, executed and delivered by the Plan and constitutes a legal, valid and binding obligation enforceable against the Plan in accordance with its terms. No consent of any person, and no license, permit, approval or authorization of, exemption by, report to, or registration, filing or declaration with, any governmental authority is required by the Plan in connection with the execution, delivery and performance of this Agreement other than those already obtained.

(b) The execution, delivery and performance of this Agreement will not violate any provision of any law or regulation binding on the Plan, or any order, judgment or decree of any court or government authority binding on the Plan or the charter or by-laws or any other governing document of the Plan, or any material contract, indenture or other agreement, instrument or undertaking to which the Plan is a party or by which the Plan or any of its assets may be bound, or require the creation or imposition of any lien on its property, assets or revenues.

(c) The signatory to this Agreement is an officer, employee or agent of the Plan ("Authorized Person") authorized to take action with respect to the Plan's portfolio (the "Portfolio"), and, in the event of any change thereto, the Plan will send ARA notice to any change in Authorized Persons and evidence of the authority for such change.

(d) The Plan is not an investment company (as that term is defined in the Investment Company Act of 1940, as amended) nor exempt from the definition of investment company by reason of Section 3(c) of the Investment Company Act of 1940.

(e) The Plan understands that ARA will be relying on these representations, and if any of such information hereafter becomes inaccurate, the Plan shall notify ARA immediately.

2.2 ARA hereby represents and warrants to the Plan as follows:

(a) ARA has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly authorized, executed and delivered by ARA and constitutes a legal, valid and binding obligation enforceable against ARA in accordance with its terms. No consent of any person, and no license, permit, approval or authorization of, exemption by, report to, or registration, filing or declaration with, any governmental authority is required by ARA in connection with the execution, delivery and performance of this Agreement other than those already obtained.

(b) The execution, delivery and performance of this Agreement will not violate any provision of any law or regulation binding on ARA, or any order, judgment or decree of any court or government authority binding on ARA or the charter or by-laws of ARA, or any material contract, indenture or other agreement, instrument or undertaking to which ARA is a party or by which it or its assets may be bound, or require the creation or imposition of any lien on its property, assets or revenues.

(c) ARA is registered as an Investment Advisor.

(d) ARA shall discharge all of its duties and exercise all of its powers hereunder (i) solely in the interest of the Plan, (ii) in a manner that avoids conflicts of interest and self-dealing, and (iii) in compliance with applicable securities laws and regulations.

(e) The personnel of ARA responsible for discharging the ARA's duties and obligations under this Agreement are and will be individuals experienced in the performance of the various functions contemplated by this Agreement.

(f) In connection with the performance of services under this Agreement, ARA agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **Scope of Authorization.**

3.1 ARA shall act as Retirement Plan consultant and shall, continuously during the term of this Agreement, provide Retirement Plan consulting services to the Plan as set forth in Exhibit I. These services shall be performed in accordance with the Plan's investment policy statement, if any, and as modified (collectively, the "Investment Policy Statement").

3.2 ARA shall not have discretion to vote proxies that may arise in association with any assets in the Portfolio.

3.3 ARA may retain or otherwise avail itself of the services or facilities of other persons or organizations for the purpose of providing ARA or the Plan with statistical and other factual information, advice regarding economic factors and trends, advice as to transactions in specific securities or such other information, or advice or assistance as ARA may deem necessary,

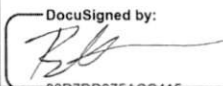
appropriate or convenient for the discharge of its obligations hereunder or otherwise helpful to the Plan.

4. **Reviews and Reports.** ARA shall appraise and review, at least annually during the period of this Agreement investments of the Portfolio, as initially accepted by ARA, together with additions, substitutions and alterations thereto. In computing the market value of any investment of the Portfolio, the securities in the Portfolio listed on a national securities exchange or otherwise subject to current last-sale reporting shall be valued at the amount reported on the statement that Plan receives from the Custodian. It is understood and agreed that ARA, in the maintenance of records for its own purposes, or in making such records or the information contained therein available to Plan or any other person at the direction of Plan, does not assume responsibility for the accuracy of information furnished by Plan or any other third party.
5. **Fees.** ARA's fees for services rendered hereunder (the "Consulting Fee") shall be calculated and paid in accordance with Exhibit I. The Plan will be separately responsible for expense ratios in any mutual funds, exchange-traded funds, or other co-mingled funds as well as any transaction expenses, including without limitation brokerage commissions, taxes, custodian fees and any other transaction-related fees. The Plan authorizes ARA to incur and pay such expenses out of the Portfolio, as deemed appropriate by ARA.
6. **Acknowledgments and Consents.** The Plan hereby acknowledges and consents to the following:
  - 6.1 The Plan acknowledges that the initial Investment Policy Statement applies until modified by the parties in writing.
  - 6.2 The Plan understands the investment strategy intended to be followed in respect of the Portfolio and hereby consents thereto and understands that ARA makes no representation as to the success of any investment strategy or security that may be recommended or undertaken by ARA with respect to the Portfolio. Plan acknowledges that ARA's past performance and advice is not indicative of future results. **AS WITH ALL MARKET INVESTMENTS, INVESTMENTS CAN APPRECIATE OR DEPRECIATE.** ARA does not guarantee or warranty that services offered will result in profit or any particular result.
  - 6.3 ARA acts as adviser to other clients and may give advice, and take action, with respect to any of those which may differ from the advice given, or the time or nature of action taken, with respect to the Portfolio which may differ from or be identical to advice by ARA for the Portfolio or recommend any transaction which any of the officers, directors or employees of ARA may engage in for their own accounts or the account of any other customer, except as otherwise required by applicable law
  - 6.4 Each party shall promptly notify the other of any facts or circumstances or any change therein that may, directly or indirectly, affect the status of the Portfolio by ARA, including, without limitation, any change in the status of any of the representations or warranties provided in Section 2 hereof.
7. **Execution of Transactions.** ARA does not trade accounts under this Agreement.
8. **ARA's Responsibility.**
  - 8.1 ARA shall not be responsible for the solvency of or the performance of the obligations of any third party bank, clearing organization, broker, intermediary, nominee or agent recommended by ARA in good faith.

- 8.2 ARA shall be fully protected in acting and relying upon any written advice, certificate, notice, instruction, request for other paper or document which ARA in good faith believes to be genuine and to have been signed or presented by an Authorized Person or other proper party or parties, and may assume that any person purporting to give such advice or other paper or document has been duly authorized to do so unless contrary instructions have been delivered to ARA by the Plan.
- 8.3 ARA may seek the advice of outside legal counsel in the event of any dispute or questions as to the construction of any of the provisions of this Agreement or its duties hereunder, and it shall incur no liability and shall be fully protected in respect of any action taken, omitted or suffered by it in good faith in accordance with the advice of such counsel.
- 8.4 ARA shall not be liable to the Plan for any acts or omissions by ARA, its employees and agents under and in connection with this Agreement absent negligence, misconduct, or violation of fiduciary duty on the part of ARA. Under no circumstances shall ARA be deemed liable for any indirect or consequential damages. Federal and state securities laws impose liabilities under certain circumstances or persons who act in good faith and, therefore, nothing contained in the agreement shall constitute a waiver of any rights that Plan may have under federal and state securities laws.
- 8.5 The Plan acknowledges that any benchmarks associated with the investment program being provided pursuant to this Agreement or that may be referred to in any Investment Policy Statement attached hereto are for measurement purposes only, and any such specific investment objectives are targets only, and ARA shall not be liable to the Plan or to any third party for ARA's failure to meet or outperform any such benchmark or investment objective.
9. **Term and Termination of Agreement.** The Plan understands that it may terminate this Agreement without fee or penalty within five (5) business days after such date of execution, provided that such termination shall be at the risk of the Plan. Thereafter, this Agreement shall continue in effect until terminated by either party generally with 30 days written notice to the other party. Termination will not in any event affect accrued rights or existing commitments, or contractual provisions intended to survive termination, and will be without penalty or other additional payment, save that the Plan will pay any additional expenses necessarily incurred by ARA in terminating this Agreement, and any losses necessarily realized in concluding outstanding transactions.
10. **Entire Agreement: Amendment.** This Agreement, including the schedules hereto, constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes any warranty, representation or arrangement previously given or made, other than those expressly set out herein. This Agreement may not be amended except in writing signed by each of the parties hereto. A person who is not a party to this Agreement has no rights under this Agreement to enforce any term of this Agreement and this Agreement shall not be deemed to create any third party beneficiary rights.
11. **No Waiver.** Neither the failure nor delay on the part of any party in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further waiver of any right or remedy. No waiver hereunder shall be effective unless it is authorized by the party asserted to have granted such waiver.
12. **Successors and Assigns.** No assignment of this Agreement may be made by any party to this Agreement without the prior written consent of the other parties hereto. Any assignment that does not result in any change in control of either of the parties hereto shall not be deemed an "assignment." Subject to the foregoing, this Agreement shall inure to the benefit and be binding upon the parties hereto, and each of their respective successors and permitted assigns.

13. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same.
14. **Consent to Electronic Delivery.** The Plan consents to receive via e-mail or other electronic delivery method for various communications, documents, and notifications from ARA. These items may include but are not limited to: all statements or reports produced by ARA; trade confirmations; billing invoices; all Form ADV brochures; privacy policy statements; and any other notices or documentation that ARA chooses to provide on an ongoing or occasional basis. The Plan agrees to immediately notify ARA of any changes to the e mail address for the Plan shown below.
15. **Receipt.** The Plan acknowledges receipt of ARA’s Privacy Policy Statement, together with Parts 2A and 2B of Form ADV. The Plan confirms having read and understood the disclosures contained therein, including without limitation the sections setting forth the various procedures, understandings and conflicts of interest relating to the Portfolio and ARA’s other business relationships and its relationships with its Affiliates, if any, and the Plan agrees that ARA’s services hereunder shall be subject to such procedures and understandings and conflicts of interest.
16. **Governing Law.** The validity of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the state in which the Plan is based except to the extent preempted by ERISA or other federal or state laws or regulations.

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be duly executed as of the date indicated after its name to become effective as of the date ARA assumes its duties hereunder (the “Effective Date”).

Client Signature	Client name	Date
	Bradley J Christensen	8/19/2025
Advisor Signature	Advisor name	Date

**Client**

First Name	Middle	Last Name
Entity Name		
SSN/Tax ID	Date of Birth	
Phone	Email	
Street Address		
City	State:	Zip:

**Recordkeeping Custodian**

Recordkeeping Custodian	John Hancock
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**Exhibit I**

***Retirement Plan Consulting Services***

ARA will provide the following non-discretionary Retirement Plan consulting services: identifying investment objectives and restrictions; recommending or selecting different investment options from which plan participants can choose; monitoring performance of money managers and mutual funds and making recommendations for changes; assisting in the selection of other service providers, such as recordkeepers, custodians, and third party administrators; reviewing the plan – its performance, contributions, participation, and other key factors; and assisting in the education of plan participants.

***Retirement Plan Consulting Fee***

ARA does not accept performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets for Retirement Plan consulting services. Fees may decrease as the plan grows or Advisor’s expense in servicing.

***Asset-Based Fee***


Assets	Annual Fee
All Assets	0.50%

Fees are paid in arrears. ARA receives fee billing from the recordkeeping custodian.

ARA is authorized to withdraw management fees directly from the Plan’s assets. Because fees will be withdrawn directly from the account, in states that require it, ARA will:

- (A) Possess written authorization from the Plan to deduct advisory fees from an account held by a qualified custodian.
- (B) Utilize a custodian that sends at least quarterly statements reflecting all additions and deductions, including the amount of advisory fees.
- (C) The Plan will have access to the itemized fee upon or prior to fee deduction, including the formula used to calculate the fee, the time period covered by the fee, and the amount of assets under management on which the fee was based.

***By signing here, the Plan agrees to the services and the fee and warrants that its Board of Directors has authorized ARA to act in this capacity. Advisor agrees to provide these services.***

Client Signature	Client name	Date
	Bradley J Christensen	8/19/2025
Advisor Signature	Advisor name	Date