VALUES FIRST ADVISORS

DEFINED CONTRIBUTION PLAN ADVISORY AGREEMENT

THIS DEFINED CONTRIBUTION PLAN ADVISORY AGREEMENT is made by and between the Employer and Named Fiduciary named in the Plan Information section on the signature page of this Agreement (the "Client") and Values First Advisors, Inc. (the "Adviser"). The Client hereby retains the Adviser and the Adviser hereby agrees to provide investment allocation services and consulting services with respect to certain assets of the Plan (the "Portfolio") under the following terms and conditions:

1. **Appointment as the Investment Adviser.** Client authorizes and engages Adviser to render the Plan the Discretionary Investment Advisory Services and other services described on **Exhibit A** (collectively, "Fiduciary Services") and/or Non-Fiduciary Services described on **Exhibit B** (the "Non-Fiduciary Services," and referred to collectively with the Fiduciary Services as the "Services").

(a) In performing the Discretionary Investment Advisory Services under this Agreement as shown on **Exhibit A**, Adviser has agreed to act as a fiduciary and discretionary investment manager of the Plan as provided for in Sections 3(21)(A)(i) and 3(38) of ERISA, and as a registered investment adviser under Investment Advisers Act of 1940, as amended ("Act").

(b) In performing any of the Fiduciary Services, Adviser does not act as, nor has Adviser agreed to assume the duties of, a trustee of the Plan or as Administrator (as such term is defined under ERISA), and Adviser's discretion, if any, is limited to the functions set forth on **Exhibit A** with respect to investments 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. In performing the Non-Fiduciary Services under **Exhibit B** of this Agreement, Adviser will not act as a fiduciary. Further, Adviser does not serve as a custodian for the Plan and does not take custody of Plan assets.

(c) Client acknowledges that Adviser 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 Adviser), other illiquid investments, or brokerage window programs.

(d) Client further acknowledges that Adviser 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. Client acknowledges and agrees that Adviser does not vote proxies for securities held by the Plan.

(e) Adviser will perform the Fiduciary Services described in **Exhibit A** to the Plan in accordance with the standard of care of the prudent man rule set forth in ERISA Section 404(a)(1)(B).

2. **Investment Objectives and Recommendations.**

(a) With respect to the allocation and management of the Portfolio, the Adviser's advice, recommendations or decisions will be based on information provided by the Client about the Client's investment objectives, risk tolerance, financial circumstances.

(b) The Client acknowledges and agrees: (i) that the Adviser's recommendations will be based on the Adviser's review of information provided by the Client regarding the Client's financial needs and

circumstances; (ii) that the Client is solely responsible for determining whether to follow any advice given or recommendation made by the Adviser; and (iii) that the Client is solely responsible for implementing any action upon such advice. For the avoidance of doubt, nothing in this Section 2(b) shall be construed to limit, or alter in any way whatsoever, the Adviser's authorities or duties regarding the Portfolio described in this Agreement.

(c) The Client agrees to promptly notify the Adviser in writing of any changes in the information provided by the Client to the Adviser under this Section 2.

3. **Custodian Selection; Custody of Assets.**

(a) The Client is responsible for engaging a trustee and a custodian to hold the Plan's assets and provide services to the Plan (the "Custodian") and for engaging a third-party administrator/recordkeeper ("Recordkeeper") to provide various administrative and operational services to the Plan. Adviser shall not be deemed a trustee or a custodian hereunder of any of the Plan's assets and shall have no responsibility for selecting or monitoring the Custodian or Recordkeeper or for any services provided by the Recordkeeper or Custodian.

(b) The Client authorizes the Adviser to issue instructions to the Custodian as may be appropriate in connection with the settlement of transactions initiated by the Adviser. The Client hereby warrants and represents that the Custodian has agreed and will continue throughout the term of this Agreement to accept responsibility for the prompt delivery of cash or securities to settle security transactions effected on the behalf of the Client by the Adviser. The Adviser shall at no time receive, retain or physically control any cash, securities or other assets in the Portfolio.

4. **Fees and Expenses.**

(a) **Asset Advisory Fee.** The Client shall pay the Adviser for Discretionary Investment Advisory Services the fees and expenses set forth for such services on **Exhibit C** hereto (the "Advisory Fee"). The Advisory Fee shall be invoiced to the Client and payable by the Client, to the extent not paid by the Plan. The Advisory Fee is separate from, and in addition to, the Onboarding Fee and Hourly Fees.

(b) **Hourly Fees.** The Client shall pay the Adviser any hourly fees incurred for its Non-Fiduciary Services, Investment Policy Statement Services, or other consulting services, as set forth for such services on **Exhibit C** hereto (the "Hourly Fees"). Any Hourly Fees paid to the Adviser hereunder shall be invoiced to the Custodian and deducted from the Portfolio at the end of each month, in arrears. Hourly fees are separate from, and in addition to, the Advisory Fee and Onboarding Fee. For the avoidance of doubt, Hourly Fees are not assessed for Discretionary Investment Advisory Services. The Hourly Fees shall be invoiced to the Client and payable by the Client, to the extent not paid by the Plan.

(c) **Onboarding Fee.** The Client shall pay the Adviser a one-time onboarding fee upon the execution of this Agreement, as set forth on **Exhibit C** hereto (the "Onboarding Fee"). The Onboarding Fee is separate from, and in addition to, the Advisory Fee and Hourly Fees. The Onboarding Fee shall be invoiced to the Client and payable by the Client, to the extent not paid by the Plan.

(d) **Amendments to Exhibit C.** The Client understands and agrees that the Adviser may amend the **Exhibit C** on thirty (30) days' written notice to the Client.

(e) **Certain Third-Parties.** The Adviser may recommend that the Client consult with the Client's own service providers, such as accountants or estate attorneys, or provide the Client with names of certain service providers. The Client will be solely responsible for the decision associated with any such engagement, including any due diligence of the service providers and any expenses incurred by the use of such service providers. For the avoidance of doubt, any such fees charged by such service providers are not covered by the Advisory Fee, Onboarding Fee, or any Hourly Fees.

5. **Reports.** The Client will direct the Custodian to send or otherwise make available to the Adviser, either in paper, electronically or through electronic access, copies of (a) confirmations of transactions occurring in the Portfolio; and (b) statements showing the Portfolio's receipts and disbursements, trades, securities and value for monthly or other applicable periods. The Client will notify the Adviser in writing if the Client does not receive at least quarterly statements from the Custodian. In addition, the Adviser may, but is not required to, provide additional reports to the Client.

6. **Assignment and Termination.** No assignment (as that term is defined in the Investment Advisers Act of 1940, as amended) of this Agreement shall be made by the Adviser without the consent of the Client. Either the Client or the Adviser may terminate this Agreement by giving thirty (30) days prior written notice of termination to the other or upon the Client's request to the Custodian that the entirety of the Portfolio be closed or transferred out. Upon termination, any fees owed by the Client which have not been paid shall be promptly paid to the Adviser on a prorated basis as of the effective date of termination, and any fees paid by the Client but not yet earned by the Adviser will be refunded to the Client on a prorated basis as of the effective date of termination.

7. **Limit of Liability.**

(a) Under this agreement, the Adviser has a fiduciary duty to the Client, which requires the Adviser to act in good faith with the degree of care, skill, prudence and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use, in providing investment advice and managing the Client's assets. The Client also has some responsibility. Specifically, if the Client provides the Adviser with written or oral instructions, the Adviser is entitled to rely on those instructions and is not responsible for any loss arising from following those instructions. Additionally, the Custodian and broker-dealers that Adviser uses to execute transactions for the Client's Account have a duty to follow the Adviser's instructions. The Adviser is not responsible for losses to the Client's account because of the Custodian's or broker-dealer's failure to follow these instructions.

(b) The Client agrees that the Adviser shall have no responsibility whatsoever for the allocation or management of any assets of the Client other than the Portfolio. This includes, but is not limited to, a circumstance in which the Client through a third-party account aggregation service provides the Adviser with ongoing viewing abilities of any assets of the Client other than the Portfolio.

(c) The Client and the Adviser acknowledge that the initial Portfolio is inherited by the Adviser from the Client or the Client's or the Plan's prior investment advisor, if any (a "Predecessor Adviser"). The Client releases and holds the Adviser harmless from any and all losses or damages of the Portfolio resulting from the Client's or any Predecessor Adviser's actions before the Adviser begins managing the Portfolio and for a commercially reasonable time thereafter.

(d) Federal and state securities laws and ERISA impose liabilities under certain circumstances on persons who act in good faith, and nothing in this Agreement shall constitute a waiver or limitation of any rights which the Client or the Plan may have under applicable federal or state law.

8. **Client's Acknowledgments, Understandings, and Representations.**

(a) The Client acknowledges receipt and review of the following before execution of this Agreement: (i) the Adviser's Client Relationship Summary under Form CRS; (ii) the Adviser's narrative brochure under Form ADV Part 2A and applicable supplement brochure under Form ADV Part 2B; and (iii) the Adviser's Privacy Policy Notice. Further, the Client acknowledges and agrees that the Adviser will receive, on the Client's behalf, the narrative brochure under Form ADV Part 2A for each selected Sub-Adviser, which the Adviser will provide to the Client at no charge upon request.

(b) The Client acknowledges that the Adviser does not vote proxies solicited by or with respect to issuers of securities held by a Portfolio. The Client (or the plan fiduciary in the case of a Portfolio subject to the provisions of ERISA) will retain sole responsibility for the voting of proxy statements for securities in the Portfolio.

(c) The Client specifically acknowledges and agrees: (i) that the Adviser is not warranting to the Client that the assets managed by it will increase in value or retain their value; and (ii) the Client will be solely responsible for any taxable event which may occur or which may not occur as a result of a securities transaction effected in the Portfolio.

(d) The Client acknowledges and agrees that the Adviser performs, among other things, research and investment advisory services for other clients, and that the Adviser may give advice and take action in the performance of its duties to other clients which may differ from advice given, or the timing and nature of action taken, with respect to the Portfolio.

(e) The Client acknowledges and agrees that the Adviser may effect transactions with respect to securities of issuers of which it, its officers, directors, employees, or affiliates may (i) be directors, officers, financial advisors, or consultants; or (ii) own securities or otherwise have a financial interest. The Client further understands and agrees that the disclosure by the Adviser of the foregoing facts and relationships does not imply that any recommendations by the Adviser are based upon possession of any material undisclosed information relating to any such security or securities.

(f) The Client acknowledges and agrees that information forming the basis of recommendations and instructions in connection with purchases, sales, and/or exchanges in the Client's Portfolio and other services herein will be derived from sources which the Adviser believes are reliable, but that the accuracy of information obtained cannot be guaranteed, and such information may or may not have been independently verified by the Adviser or persons acting on its behalf.

(g) The Client acknowledges and agrees that to the extent assets in the Portfolio are invested in securities of investment companies, the Portfolio will bear indirectly a proportionate share of the expenses of such investment companies, including operating costs and investment advisory and administrative fees.

(h) The Client understands and acknowledges that the Client will be solely responsible for all commissions and other Portfolio transaction charges and any charge relating to the custody of securities in the Portfolio.

(i) The Client understands and acknowledges that if the Client directs the Adviser to allocate all or a portion of the Portfolio to cash, the Client shall still be required to pay the Advisory Fee and any applicable asset-based custodial and brokerage fee on that cash position.

(j) The Client understands and acknowledges that the Adviser is not an attorney or an accountant and that in performing its services under this Agreement, the Adviser is not providing legal advice, legal services, accounting services, or tax advice to the Client. Client agrees to seek the advice of its legal counsel as to matters that might arise relating to the operations and administration of the Plan.

9. **ERISA Accounts.**

(a) If the Portfolio is subject to the provisions of ERISA, then:

(i) the Client represents and warrants that the Plan is (A) a tax-qualified retirement plan under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), by reason of qualifying under Section 401(a) of the Code [*or a plan as defined under Section 403(b) of the Code that is in compliance with Section 403(b) of the Code in form and operation*,] and (B) an "ERISA Section 404(c) Plan" as defined in 29 C.F.R. § 2550.404c-1.

(ii) the Plan is maintained pursuant to a plan or trust instrument that (A) authorizes it to participate in a common, collective or commingled trust fund, and (B) specifically or in substance and effect adopts the plan or declaration of trust or other governing instrument under which such common, collective or commingled trust fund is maintained, as a part of the Plan.

(iii) the Client agrees to maintain appropriate ERISA bonding for the Portfolio and to include within the coverage of the bond the Adviser and its personnel to the extent required by law;

(iv) the Client represents that engagement of the Adviser, and any instructions that have been given to the Adviser with respect to the Portfolio, are consistent with applicable governing trust and other documents of the Plan;

(v) the Client represents and warrants that the Client agrees to furnish the Adviser with copies of such governing trust and other documents upon request; and

(vi) the Client acknowledges that it has received and reviewed the disclosures from the Adviser regarding the Services as required by Section 408(b)(2) of ERISA and regulations thereunder, which have been provided pursuant to this Agreement (and Exhibits hereto) and the Adviser's narrative brochure under Form ADV Part 2A and applicable supplement brochure under Form ADV Part 2B, and on the basis of such disclosures Client has determined that the fees and expenses with respect to such Services are "reasonable compensation" within the meaning of Section 408(b)(2) of ERISA.

(vii) the person signing this agreement on behalf of the Client represents and warrants that such person is a "named fiduciary" of the Plan, as such term is defined under Section 402(c)(3) of ERISA.

(b) If the Portfolio contains only a part of the assets of an ERISA plan, the Client understands and agrees that the Adviser will have no responsibility for the allocation or management of any assets of the plan except for the assets in the Portfolio.

10. **Communications and Electronic Delivery.**

(a) Unless otherwise specified herein, all communications contemplated by this Agreement shall be deemed to be duly given when received (i) by the Client from the Adviser orally; (ii) in writing by the Adviser at the Adviser's address; (iii) when deposited by the Adviser and sent by first class mail addressed to the Client at the Client's address; (iv) when delivered to the Client at an e-mail address specified by the Client from time to time (the "Email Address"), or (v) by the Adviser posting the communication on a web site to which the Client has password access (the "Web Site"). If this Agreement has more than one signatory, then the Client understands and agrees that the Adviser may provide, receive and accept communications to and from any such signatory, and that in such a case the Adviser has no duty or obligation to verify such communications with any other signatory to the Agreement.

(b) Notwithstanding any other provisions of this Agreement, the Client hereby acknowledges and agrees that, consistent with Section 10(a) above, the Adviser may deliver communications and documents by electronic means rather than orally or by traditional mailing of paper copies. By consenting to the electronic delivery of all information relating to the Portfolio, the Client acknowledges possessing the technical ability and resources to receive electronic delivery of documents through the Email Address or a Web Site, and authorizes the Adviser to deliver all communications by email to the Email Address, or by posting the communication on the Web Site. The Client further agrees that the Adviser may provide in any electronic medium (including via Email Address delivery or posting on a Web Site) any recommendation, disclosure or document that is required by applicable securities laws or this Agreement to be provided by the Adviser, and that use of any one method permitted under this Agreement for communications with the Client shall be sufficient to satisfy any delivery requirement hereunder. The consent granted herein will last until revoked in writing by the Client. In the event that no Email Address is provided to the Adviser by the Client, then the Client agrees that the Adviser may deliver communications and documents orally or by traditional mailing of paper copies.

(c) The Client hereby acknowledges that voicemail, email, fax, and other similar means of communication may not come to the Adviser's attention in a timely manner. Accordingly, the Client hereby acknowledges and agrees that if the Client uses such means of communication to make account requests or provide

the Adviser with account instructions, such requests or instructions shall not bind the Adviser unless or until the Adviser confirms such requests or instructions; therefore, the Client should direct time-sensitive account requests or instructions to the Adviser only in person or by direct phone call, and the Client's failure to do so may result in delayed implementation of the Client's requests or instructions.

(d) In the event the Client provides information through a third-party service, such as a client portal to a financial planning software service or account aggregation service provided by the Adviser, the Client hereby acknowledges that such information may not come to the Adviser's attention in a timely manner. The Client further acknowledges such information may affect the Adviser's services to the Client, including, but not limited to, advice given regarding the Portfolio or financial planning recommendation made. Accordingly, the Client hereby acknowledges and agrees if such a third-party service is used to provide information to the Adviser, the Adviser is not responsible for incorporating this information into the Adviser's services to the Client unless or until the Adviser confirms such information; therefore, the Client should directly communicate such information to the Adviser in person, by direct phone call, or by email, and the Client's failure to do so may result in the information not being incorporated in a timely manner, or incorporated at all, into the Advisor's services to the Client.

11. **General Provisions.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee except to the extent preempted by federal law. The Adviser and the Client agree that any appropriate state or any Federal Court located in Washington County, Tennessee shall have exclusive jurisdiction of any case or controversy arising under or in connection with this Agreement and shall be a proper forum in which to adjudicate such case or controversy. The parties hereto consent to the jurisdiction of such courts.

(b) Each section of this Agreement and any and every provision therein shall be severable from every other section of this Agreement, and any and every provision thereof, and the invalidity or unenforceability of any section or provision shall not affect the validity of any other section or provision of this Agreement.

(c) This Agreement embodies the entire Agreement of the parties hereto with respect to the subject matter hereof, and all prior agreements, understandings, and negotiations are merged herein and superseded hereby.

(d) Except for **Exhibit C** to this Agreement, which may be amended by the Adviser on 30 days' prior written notice to the Client, this Agreement may not be amended unless the amendment is in writing and signed by the parties sought to be bound.

(e) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(f) The Client represents and warrants that the Client is authorized and empowered to enter into this Agreement. If this Agreement is being signed on behalf of a corporation, partnership, trust or other business or legal entity, the Client further represents and warrants that applicable law and the Client's governing documents authorize and permit this Agreement.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

_____	_____
Client Signature Date	Client Signature Date
_____	_____
Print Name, Title	Print Name, Title

_____
VFA Officer Signature Date

_____
VFA Officer Print Name

Plan Information

Plan Name: _____

Employer (Business Name): _____

Named Fiduciary (if other than Employer): _____

Effective Date: _____

Employer Name: _____
(Print)
Date: _____ (For Office Use)

EXHIBIT A
FIDUCIARY SERVICES

Adviser shall perform the following core Fiduciary Services for the Plan. *Please initial all services that apply.*

I. Discretionary Investment Advisory Services: Adviser _____ Client _____

Adviser shall perform the following Discretionary Investment Advisory Services for the Plan:

(a) Adviser shall have full power and authority to render Discretionary Investment Advisory Services as described below, consistent with the objectives, written guidelines and/or investment objectives set forth in the written investment policy statement ("IPS") accepted and adopted by Client. In performing the Discretionary Investment Advisory Services, Adviser will select a broad range of investment options consistent with ERISA Section 404(c) and the regulations thereunder, if the Plan is a participant-directed defined contribution plan.

(b) Adviser 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 Recordkeeper or Custodian. Adviser is authorized to direct the Custodian or Recordkeeper, as the case may be, to (i) add, replace, or remove an investment option offered under the Plan, (ii) change the target weightings of a strategy offered under the Plan, and (iii) reallocate holdings periodically to align with the target weightings of a strategy.

II. **Investment Policy Statement ("IPS") Services:** Adviser _____ Client _____

Adviser will gather information regarding the Plan's investment policies and objectives and provide Client with information to be used in developing a written IPS. Alternatively, if the Plan has an existing IPS, Adviser will review the existing IPS and assist Client in determining whether the Plan is performing consistent with the IPS and/or whether the IPS needs to be revised, based on an analysis of the Plan's asset class and risk tolerance guidelines, liquidity requirements, and performance goals. The IPS shall be based on generally accepted investment theories and prevailing industry practices. The IPS may take into account environmental, social or governance factors (e.g., Values Based Investing) for investment options to the extent consistent with the fiduciary standards of ERISA. Client must consider the demographics and needs of its workforce when considering the objectives of the IPS. Client retains sole discretion whether to accept and adopt the IPS.

EXHIBIT A ACCEPTED BY THE ADVISER[1]:

_____		_____	
VFA Officer Signature	Acceptance Date	Compliance Rep. Signature	Acceptance Date
_____		_____	
VFA Officer Print Name		Compliance Rep. Print Name	

[1] Signatures required by both VFA Officer and Compliance Rep.

EXHIBIT B
NON-FIDUCIARY SERVICES

In performing the following additional Non-Fiduciary Services, Adviser will not be acting as a fiduciary under ERISA or the Investment Advisers Act of 1940 and will not be held to a fiduciary standard of care.

Participant Education and Communication:

As an option, the Adviser may conduct initial and/or periodic informational meetings with Plan participants and provide investment education. In accordance with the Department of Labor regulations, Adviser may provide Plan participants with information about the Plan, general financial and investment information and information and materials relating to the Plan's investment options. Adviser may also provide Plan participants with interactive investment materials to assist Plan participants in assessing their future retirement income needs and the impact of different asset allocations on retirement income. Under this service, Adviser does not render individualized investment advice to Plan participants and will not be held to an ERISA fiduciary standard for services rendered hereunder.

EXHIBIT C
ADVISORY, HOURLY AND ONBOARDING FEES

1. **Advisory Fee.** The Adviser shall receive an annualized Advisory Fee on the Portfolio for Discretionary Investment Advisory Services. The Advisory Fee shall be calculated based on the following schedule:

Schedule

Portfolio Value	Annualized Advisory Fee
First $2,000,000	0.70%
Next $2,000,000	0.50%
Over $4,000,000	0.40%

The Advisory Fee shall be billed at a tiered rate. For example, if the Portfolio value is $5,000,000, then the first $2,000,000 will be billed at 0.70%, the next $2,000,000 will be billed at 0.50%, and the remaining $1,000,000 will be billed at 0.40%.

The Advisory Fee will be calculated and paid to the Adviser each calendar month in arrears. Partial periods shall be prorated. The Advisory Fee calculation will use the value of the Portfolio at the end of the month (or the end of the applicable period, if prorated). For example, the Advisory Fee for January will be calculated and deducted from the account during the month of February, based on the value of the account at the end of January. The Advisory Fee is separate from, and in addition to, the Onboarding Fee and Hourly Fees.

For purposes of this **Exhibit C**, the value of the Portfolio shall be the sum of the fair market value of all of the assets, including cash and accrued interest, in the Portfolio. Equity securities listed or traded on a national securities exchange or quoted on the over-the-counter market are valued at the last sales price on the day of valuation or, if no sale price is reported, at the last bid price. Other assets and securities for which market quotations are not readily available are valued at fair market value as determined in good faith by the Adviser.

2. **Hourly Fee.** The Client shall pay the Adviser any Hourly Fee incurred for its Non-Fiduciary Services, Investment Policy Statement Services, or other consulting services. Any Hourly Fee paid to the Adviser shall be invoiced to the Custodian and deducted from the Portfolio at the end of each month, in arrears. Any Hourly Fee is separate from, and in addition to, the Advisory Fee. For the avoidance of doubt, the Hourly Fee is not assessed for Discretionary Investment Advisory Services.

The Adviser shall receive an Hourly Fee equal to $300 per hour for all time spent by the Adviser dedicated to work on the Client's behalf for Non-Fiduciary Services, Investment Policy Statement Services, or other consulting services; provided, however, that the Hourly Fee shall be equal to $60 per hour for time spent by the Adviser's administrative staff (e.g., administrative assistants) dedicated to work on the Client's behalf ("Billable Time"). Billable Time shall include, without limitation, all time the Adviser spends in meetings with the Client for Non-Fiduciary Services, Investment Policy Statement Services, or other consulting services, as well as time spent preparing for such meetings and time spent on follow up after such meetings.

The Client will be billed for Billable Time in tenth of an hour increments (i.e., six-minute increments), rounded to the next increment, such that if any portion of a six-minute increment is Billable Time, the Client will be charged for the entire increment. For example, if the Adviser spends fifteen minutes of Billable Time, the Client will be charged for three six-minute increments (i.e., three tenths of an hour).Adviser agrees to provide documentation of fee calculations to the account custodian upon request; invoices are provided to the Client concurrently with the payment request.

3. **Onboarding Fee.** The Client shall pay the Adviser a one-time Onboarding Fee of $2,000 promptly upon the execution of this Agreement but not later than when the Plan assets are deposited at the Custodian and available for the Adviser to deduct fees. This Onboarding Fee will be waived (or refunded) if the total Plan assets are $300,000 or more within 60 days of the execution of this Agreement. The Onboarding Fee is in addition to, and separate from, the Advisory Fee and Hourly Fee.

4. **Invoice and Payment.** The Adviser is authorized to invoice the Custodian directly and deduct from the Portfolio its Advisory Fee, Onboarding Fee, and Hourly Fees. The Client agrees to instruct the Custodian to pay such fees directly to the Adviser. The Client agrees the Advisory Fee, Onboarding Fee, and Hourly Fees shall be invoiced to the Client and payable by the Client, to the extent not paid by the Plan.

5. **Amendments to Exhibit C.** The Client understands and agrees that the Adviser may amend this **Exhibit C** on thirty (30) days' written notice to the Client.

6. **Not Covered by Advisory, Onboarding, or Hourly Fees.** The Client acknowledges that the Advisory Fee, Onboarding Fee, and Hourly Fees due to the Adviser, as applicable, shall cover the Adviser's services under this Agreement. The Client acknowledges that the following expenses, each of which is the Client's or the Plan's sole responsibility, are not covered by the Advisory Fee, Onboarding Fee, and Hourly Fees due to the Adviser: (a) brokerage commissions and other Portfolio transaction charges for the Portfolio; (b) custody charges for custody of assets in the Portfolio or recordkeeping charges payable to the Recordkeeper; and (c) any advisory and other fees and expenses described in the investment company prospectuses for investment company securities in the Portfolio that are paid by such investment companies but are ultimately borne by the investor, or similar investment management fees under a collective investment trust or other collective investment.