

RETIREMENT PLAN ADVISORY AND CONSULTING AGREEMENT 3(21) (PART 1 OF 2)

The Retirement Plan Advisory Consulting Agreement (“Agreement”) is entered into by the Client/Employer/Plan Sponsor/Trustee/Plan Fiduciary (“Client”) identified on the signature page and Rinaldi Wealth Management (“Advisor”), a Registered Investment Advisor (“RIA”), registered with the Securities and Exchange Commission (“SEC”). The effective date of the Agreement is the date of the last signature. All parties agree to the following terms and conditions:

1. ERISA PLAN SERVICES

Advisor provides service to qualified retirement plans including 401(k) plans, 403(b) plans, pension, profit sharing plans, cash balance plans, and deferred compensation plans (“Plan”). Advisor offers fiduciary and non-fiduciary services to Clients as described in this agreement and to comply with impartial conduct standards of charging no more than reasonable compensation for services provided and making no misleading statements regarding investments, compensation, or conflicts of interest.

2. LIMITED SCOPE OF 3(21) FIDUCIARY

Advisor may act as a limited scope 3(21) fiduciary that can advise, help, and assist Client with their investment decisions. The Client is still ultimately responsible for the decisions made in their plan, though using Advisor can help the Client by following a diligent process.

3. DUTIES OF ADVISOR

Advisor hereby accepts appointment as the Investment Advisor to the Plan and agrees to perform the following services to Client, the Plan, and the Plan participants:

ADVISOR FIDUCIARY SERVICES

- Provide investment advice to the Client about asset classes and investment alternatives available for the Plan in accordance with the Plan’s investment policies and objectives. Client will make the final decision regarding the initial selection, retention, removal, and addition of investment options. Advisor acknowledges that it is a fiduciary as defined in ERISA section 3 (21) (A) (ii).
- Provide investment advice to the Client with respect to the selection of a qualified default investment alternative for participants who are automatically enrolled in the Plan or who have otherwise failed to make investment elections. The Client retains the sole responsibility to provide all notices to the Plan participants required under ERISA Section 404(c) (5) and 404(a)-5.
- Assist in monitoring investment options by preparing periodic investment reports that document investment performance, consistency of fund management and make recommendations to maintain, remove or replace investment options.
- Meet with Client on a periodic basis to discuss the reports and the investment recommendations.

ADVISOR NON-FIDUCIARY SERVICES

- Assist in the education of Plan participants about general investment information and the investment alternatives available to them under the Plan. Client understands Advisor’s assistance in education of the Plan participants shall be consistent with and within the scope of the Department of Labor’s definition of investment education (Department of Labor Interpretive Bulletin 96-1). As such, Advisor is not providing fiduciary advice as defined by ERISA 3(21)(A)(ii) to the Plan participants. Advisor will not

provide investment advice concerning the prudence of any investment option or combination of investment options for a particular participant or beneficiary under the Plan.

- Assist in the group enrollment meetings designed to increase retirement plan participation among the employees and investment and financial understanding by the employees.

4. LIMITATION OF SERVICES

- 4.1. Advisor will not serve as Plan custodian, third-party administrator, recordkeeper, and/or assume the duties of a trustee of the Plan or administrator (as defined in Section 3(16) of ERISA).
- 4.2. Advisor will not have authority or responsibility to vote proxies for securities held by the Plan or take any other action relating to shareholder rights regarding those securities, including delivering the prospectus for the securities. Client reserves to itself all authority to vote proxies.
- 4.3. Advisor will have no authority or discretion to interpret the Plan documents, determine eligibility or participation under the Plan, and/or take any other action regarding the management or administration of the Plan. Advisor has no authority or responsibility to determine eligibility to participate in the Plan, calculate benefits, prepare, or distribute any notices to participants, or beneficiary, perform recordkeeping or actuarial services, and/or determine amount or timing of contributions to the Plan or distribution or withdrawals from the Plan.
- 4.4. Advisor cannot provide legal or tax advice to Client and/or the Plan. Client agrees to seek the advice of its own legal and/or tax advisor as to all matters concerning the plan, including, without limitation, the operations and administration of the plan and how the Plan may comply with applicable law, including ERISA, the Internal Revenue Service ("IRS"), and/or any other regulatory authority or regulations ("Code").
- 4.5. Advisor will not have any responsibilities or potential liabilities for investments offered by the Plan.
- 4.6. Advisor will not be responsible or liable for recommendations or services rendered by third-party service providers ("other provider") or the other provider's compliance with applicable laws, including without limitation, ERISA, IRS, and the Code.
- 4.7. Advisor will not provide services related to the following types of assets: employer securities, real estate (except publicly traded REITs), stock brokerage accounts, mutual fund windows, participant loans, non-publicly traded partnerships, non-publicly traded securities, and/or other hard to value or illiquid securities or property. Excluded Assets will not be included in calculation of fees paid to Advisor under this Agreement.
- 4.8. In performing the Non-Fiduciary Services, Advisor is not acting as a fiduciary of the Plan as defined by ERISA.
- 4.9. Advisor does not provide legal or tax advice.
- 4.10. Advisor will not be responsible for voting or recommending how to vote proxies of the securities held by the Plan or its Trust. The Client will be responsible for voting proxies for the investments held by the Plan or its Trust.
- 4.11. In performing both Fiduciary and Non-Fiduciary Services, Advisor does not act as, nor has Advisor agreed to assume the duties of, a trustee or the Plan Administrator, as defined in ERISA, and Advisor has 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.
- 4.12. Advisor will use reasonable efforts to ensure that the data, analysis, and other information it provides in connection with the Services are correct. Although gathered from sources believed to be reliable, Client acknowledges that Advisor cannot guarantee the accuracy of the information received by Client or third parties used to provide the services. The completeness and timeliness of all data and information used to provide the services is dependent upon the sources of that data and information, which are outside of Advisor's control.

5. REPRESENTATIONS OF ADVISOR

- 5.1. Advisor is a Registered Investment Advisor under the laws of the Securities Exchange Commission (SEC) and other jurisdictions in which it may conduct business.

5.2. In performing the Fiduciary Services, Advisor is acting as a fiduciary of the Plan under the Employee Retirement Income Security Act ("ERISA") for purposes of providing non-discretionary and/or discretionary investment advice.

5.3. Advisor will perform the Fiduciary Services as described above in accordance with the prudent man rule set forth in ERISA Section 404(a)(1)(B).

5.4. Advisor will perform the Non-Fiduciary Services as described above and shall not be liable for any liabilities and claims arising thereunder unless directly caused by Advisor's intentional misconduct or gross negligence. Advisor shall not be relieved of any liability imposed by the Investment Advisors Act of 1940 or any applicable state laws that cannot be waived. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith and, therefore, nothing in this agreement shall in any way constitute a waiver or limitation of any rights that the Client may have under federal and state securities laws.

5.5. Advisor will disclose, to the extent required by ERISA Regulation Section 2550.408b-2(c), to Client any change to the information in this Agreement required to be disclosed by Advisor under ERISA Regulation Section 2550.408b-2(c)(1)(iv) as soon as practicable, but no later than sixty (60) days from the date on which Advisor is informed of the change (unless such disclosure is precluded due to extraordinary circumstances beyond Advisor's control, in which case the information will be disclosed as soon as practicable).

5.6. In accordance with ERISA Regulation Section 2550.408b-2(c)(1)(iv)(A), Advisor will disclose within thirty (30) days following receipt of a written request of the responsible Plan Fiduciary or Plan Administrator (unless such disclosure is precluded due to extraordinary circumstances beyond Advisor's control, in which case the information will be disclosed as soon as practicable) all information related to this Agreement and any compensation or fees received in connection with this Agreement that is required for the Plan to comply with the reporting and disclosure requirements of Title I of ERISA and the regulations, forms and schedules issued thereunder.

5.7. If Advisor makes an unintentional error or omission in disclosing the information required under ERISA Regulation Section 2550.408b-2(c)(1)(iv) or (vi), Advisor will disclose to Client the corrected information as soon as practicable, but no later than thirty (30) days from the date on which Advisor learns of such error or omission.

5.8. Advisor (i) may perform other services for other Clients, (ii) may charge a different fee for other Clients, and that Advisor (iii) may give advice and take action that is different for each Client even where retirement plans are similar.

5.9. Advisor may rely upon all information provided to Advisor, whether financial or otherwise, from reputable third parties or by the Client, Client's representatives or third-party service providers to the Client or the Plan without independent verification.

6. CLIENT RESPONSIBILITIES

6.1. Client has the authority to enter into this Agreement with Advisor to assist in these and related duties. Client has the authority to designate investment alternatives under the Plan.

6.2. The Client is the responsible Plan Fiduciary for the control and/or management of the Plan assets, and for the selection and monitoring of service providers for the Plan, in accordance with the requirements of ERISA. Advisor is entitled to rely upon this statement until notified in writing (email is not sufficient) to the contrary.

6.3. The Client shall ensure the employer maintains the appropriate ERISA bonding for the Plan, required pursuant to ERISA Section 412 and its underlying regulations at 29 C.F.R § 258 or other applicable state and/or federal laws and to include within the coverage of the bond Advisor and the respective personnel of Advisor as may be required by law.

6.4. The execution of this Agreement and the performance thereof is within the scope of authority authorized by the governing instrument of the Plan and applicable law. The signatory on behalf of Client represents that (i) the execution of the Agreement is authorized, (ii) the signatory has authority to execute

the Agreement on behalf of the Plan, and (iii) it will provide supporting documentation as may be reasonably required by Advisor.

6.5. Upon request, Client shall deliver to Advisor copies of the Plan documents, including all amendments thereto, and shall provide Advisor with copies of any subsequent amendments or restatements of those documents.

6.6. The Plan and related Trust permit payment of fees out of the Plan assets. Client has determined the fees charged by Advisor are reasonable and, if paid out of Plan assets, is a proper obligation of the Plan.

6.7. It is the intention of the Client not to bear any of the cost of operating the Plan, but at the Client's own discretion, it may decide to do so. When rendering Fiduciary Services, Advisor is hereby directed to recommend investment alternatives that will pay, directly or indirectly, amounts to or on behalf of the Plan to cover all or most of the expenses of the Plan, unless (1) it is otherwise specifically directed by the Client or (2) it is clearly imprudent to do so.

6.8. Client agrees to promptly notify Advisor in writing (email is not sufficient) of any material change in the financials and other information provided to Advisor and to promptly provide any such additional information as may be reasonably requested by Advisor.

6.9. The Client is signing this Agreement both as the employer that sponsors the Plan and as the fiduciary responsible for selecting the Plan investments and engaging its service providers.

6.10. This Agreement is binding on the Client, authorized by the Plan and does not violate any prior obligation or agreement.

6.11. Client is solely responsible for the Plan's compliance (both in form and operation) with all applicable federal and state laws, rules, and regulations, including, but not limited to: ERISA, IRS, the Code, privacy and information security laws governing the use, disclosure and safeguarding of nonpublic personal information, and including Client's obligation to obtain and maintain for the period of this Agreement a bond in the requisite amount.

6.12. Advisor is not responsible for monitoring whether any class action lawsuits have been filed pertaining to investment recommendations, investment purchases, or investment sales; nor for determining whether the plan is eligible to participate; nor whether it is in the best interests of the Plan to participate in a class action.

6.13. Any individual signing this Agreement on behalf of the Client is the Responsible Plan Fiduciary (as defined in ERISA Section 402(a)(2)) or an authorized delegate with control or management of the assets of the plan; has the power and authority to appoint registered investment advisors 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 in accordance with the requirements of ERISA; and is authorized to sign on behalf of the Client and no other signatures are required.

6.14. Client will promptly provide Advisor any amendments to the Plan's governing documents so that Advisor may request and be reasonably expected to alter or affect the performance of Services under this Agreement.

6.15. Advisor may provide other services to plan participants when the services are independently sought by participants, including recommendations about the advisability of taking retirement Plan distributions or how to invest the proceeds of a distribution. These other services will be performed separately from services to the Plan, are not part of this Agreement, and will be defined in a separate agreement with the Plan participant individually.

6.16. If fees are to be paid out of the Plan assets, the documents governing the Plan permit payment of fees out of Plan assets. No fees paid from Plan assets are for expenses related to settlor functions, such as for decisions relating to the formation, design, and/or termination of the Plan, unless otherwise authorized by ERISA or applicable law.

6.17. 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 guarantee any level of future investment performance.

6.18. Client will cooperate fully with Advisor in providing the Services. Client will authorize the Recordkeeper to provide Advisor information or data about the Plan, its participants and assets, and participant information that Advisor reasonable requests.

6.19. Advisor may engage in third party subcontractors to assist Advisor in performing any non-fiduciary services and may engage sub-advisors to assist it in providing any ERISA Fiduciary Services.

6.20. The Services provided by Advisor are based in part on information provided by Client, Client's representatives, and Client's other service providers. Client acknowledges that Advisor is entitled to rely upon all information necessary to carry out the duties under this Agreement that is provided by Client's representatives or Client's other service providers, without independent verification by Advisor. Client represents that all information provided to Advisor will be true, correct, timely, and complete in all material respects.

6.21. Client agrees to promptly notify Advisor in writing (email is not sufficient) of any material change in information it provides and to promptly provide addition information as may be reasonably requested by Advisor. Client will promptly notify advisor of any errors in accuracy or completeness in any of the data, analysis, opinions, or other information it provided to Advisor in connection with the Services.

6.22. Client authorizes Advisor to obtain all information from service providers, investment managers, the Recordkeeper, the Plan's trustee, and Plan's administrator as it may reasonably require. Client authorizes the Plan's custodian, product vendor, trustee, or any third-party responsible for any aspect of Plan operation to promptly release the information to Advisor immediately upon request by Advisor. Advisor will not be under any obligation to verify any information obtained from the Plan or its agents and may rely upon information in performing Services. Advisor may obtain information from a wide variety of publicly available sources and do not claim to have sources of inside or private information.

6.23. Client certifies that the email address provided is a functioning email address owned and maintained by the Client or agent on behalf of Client, and that all electronic communications of reports sent to the email address shall be accessible by Client. Client agrees to notify Advisor in writing (email is not sufficient) of any change in Client's email address.

6.24. Advisor reserves the right to email additional forms and/or documents to the email indicated above. Client signature below authorizes Advisor to send any forms or documents that Advisor feels are necessary to Client's email address.

6.25. Advisor may rely, without independent verification, upon valuation of assets as provided by Client or the Recordkeeper of the Plan's assets. In all events, Client acknowledges that any valuation will not be any guarantee of the market value of any asset in the Plan.

6.26. Although Advisor may assist with choosing investments or funds offered by the Plan, the Client is ultimately responsible and liable for the investment selections offered to Participants.

7. CUSTODIAN

7.1. Custody of all Plan assets will be maintained with a third-party custodian selected by Client, and Plan recordkeeping will be provided by a third-party recordkeeper selected by Client. Advisor will have no custody of any Plan assets. Client will be solely responsible for paying all fees or charges of Recordkeeper. Advisor will not have any liability for custodian and/or custodial arrangements or the acts, conduct, or omissions of the custodian. Client authorizes the Recordkeeper to provide Advisor with copies of all periodic statements and other reports that the Recordkeeper sends to Client.

7.2. Advisor is not responsible for placing trades or entering orders for securities transactions with Plan assets or executing any trades or orders. Advisor does not request or accept the discretionary authority to determine the broker-dealer to be used for Plan accounts. In accepting the Client's direction to use a particular broker-dealer, Advisor will not have the authority to negotiate commissions among the various broker-dealers, and best execution may not be achieved, resulting in higher transaction costs for the Plan.

7.3. Advisor shall not be liable to Client for any act, conduct, or omission by custodian.

8. COMPENSATION

- 8.1. Client authorizes the Plan recordkeeper (or other custodian of the Plan assets) to remit the fees directly to Advisor from the Plan assets; however, if the Client desires, it may pay the fees directly.
- 8.2. Advisor's fees are collected quarterly in advance.
- 8.3. Advisor does not reasonably expect to receive any additional compensation, directly or indirectly, for its services under this Agreement. If additional compensation is received, Advisor will disclose this compensation, the services rendered, and the payer of compensation. Advisor will offset the compensation against the fees agreed upon under this Agreement.
- 8.4. Advisor will not be compensated based on a share of capital gains or capital appreciation of the assets in the Account, known as a "Performance Fee".
- 8.5. There will be no increase in the Client fee without prior written 30 days advance notice.
- 8.6. Client acknowledges that the Plan may incur other fees in addition to the Advisor's fee. These other fees are including but not limited to investments, service providers, mutual funds, custodian, trustee, third-party administrator, and/or recordkeeper.
- 8.7. Advisor is not liable to the Plan, Plan participants, or beneficiaries, or any other fiduciary of the Plan or anyone else for errors made by others in the calculation or payment of Advisor's fee. Any miscalculation known to Advisor that results in overpayment by Client, will be refunded promptly. Client authorizes all third-party service providers to provide Advisor reports or information needed.
- 8.8. The annual fees are based on the market value of the Plan Assets and will not exceed 1%. The annual fee is negotiable and may be charged as a percentage of the Assets. Fees are charged, as noted above, based on the assets as calculated by the custodian or recordkeeper of the Assets (without adjustments for anticipated withdrawals by Plan participants or other anticipated or scheduled transfers or distribution of assets).
- 8.9. If the services to be provided start any time other than the first day of a billing cycle, the fee will be prorated based on the number of days remaining in the billing cycle. If this Agreement is terminated prior to the end of the billing cycle, Advisor shall be entitled to a prorated fee based on the number of days during the fee period services were provided or Client will be due a prorated refund of fees for days services were not provided in the billing cycle.

9. RISK ACKNOWLEDGEMENT

- 9.1. Advisor does not guarantee the future performance of any investment, strategy, or recommendations made to Client. Client understands that investments are subject to market fluctuations and risk, interest rate, currency, economic, political, and business risks, and that there is no guarantee the purchase or sale of any investment will result in profitable performance in Client's Account.
- 9.2. Advisor will not be responsible for the acts, omissions, or insolvency of any other agent, broker, custodian, Recordkeeper, or service provider selected to take any action or to negotiate or consummate any transaction for the Account.
- 9.3. Client acknowledges that Advisor's past performance and advice regarding Client's Account cannot guarantee future results. Client investments can appreciate or depreciate. Advisor does not guarantee or warranty that services offered will result in profit.

10. LIMITATION OF LIABILITY

- 10.1. Except as otherwise provided by law, Advisor, nor any of (a) its officers, partners, or directors (or persons performing similar functions); (b) its employees and representatives; or (c) persons directly or indirectly controlling or controlled by Advisor (as defined in the Investment Advisors Act of 1940) acting in good faith, shall not be liable for any action, omission, investment recommendation/decision, or loss in connection the acts and/or omissions of other professionals or third-party service providers recommended to the Client by Advisor, including a broker-dealer and/or custodian, attorney, accountant, insurance agent, or any other professional. If the Account contains only a portion of the Client's total assets, Advisor shall only be responsible for those assets that the Client has designated to be the subject of the Advisor's

investment management services under this Agreement without consideration to those additional assets not so designated by the Client.

10.2. Advisor shall not be relieved of any liability imposed by the Investment Advisors Act of 1940 or any applicable state laws that cannot be waived. Nothing in this Agreement may be interpreted to limit or modify the investment adviser's fiduciary duties to its Clients and nothing in this Agreement shall be deemed a waiver of any right or remedy that a Client may have under federal or state securities laws. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith.

10.3. Advisor nor the Client will be liable for indirect, special, consequential, exemplary, and/or punitive damages.

10.4. The failure by one party to require performance of any provision will not affect that party's right to require performance at any time after nor will a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach, default, or waiver of this Agreement or any provision of this Agreement.

10.5. Client acknowledges that investments have varying degrees of financial risk, and that Advisor shall not be responsible for any adverse financial consequences to the Account resulting from any investment that, at the time was made consistent with the Client's investment objectives. The Client further acknowledges and agrees that Advisor shall not bear any responsibility whatsoever for any adverse financial consequences occurring during the Account transition process (i.e., the transfer of the Assets from the Client's predecessor advisors/custodians to the Accounts to be managed by Advisor) resulting from: (1) securities purchased by Client's predecessor advisor(s); (2) the sale by Advisor of securities purchased by the Client's predecessor advisor(s) subsequent to completion of the Account transition process; and (3) any account transfer, closing or administrative charges or fees imposed by the previous broker-dealer and/or custodian.

10.6. This Agreement does not, and is not intended to, confer any rights or remedies upon any person other than the parties to this Agreement.

10.7 If Advisor is required to provide documents or testimony in connection with a legal proceeding involving the Plan, Client will pay Advisor's reasonable costs in connection with providing documents or testimony, including the costs of its personnel and counsel, unless Advisor is a party to the proceeding and is found to have engaged in intentional misconduct or breach of fiduciary duty.

11. ASSIGNMENT

11.1. This Agreement may not be assigned by either party without the written consent of the other party. However, Advisor may transfer its right and obligations under this Agreement if such transaction does not constitute an "assignment" for purposes of this Agreement as defined under the Investment Advisors Act of 1940.

11.2. The Client acknowledges and agrees that transactions that do not result in a change of actual control or management of Advisor shall not be considered an assignment.

12. NON-EXCLUSIVE SERVICES

12.1. Client understands that Advisor may perform advisory services for various other Clients and may give advice or take actions for those Clients that differ from the advice given, or the timing, or the nature of any action taken, for Client.

12.2. Advisor, owners, and employees of Advisor may have or may take the same or similar positions in specific investments for their own account(s) or for the accounts of other clients. Client expressly acknowledges and understands that Advisor will be free to render investment advisory services to others and that Advisor does not make investment advisory services available exclusively to Client.

12.3. Nothing in this Agreement will impose upon Advisor any obligation to purchase or sell, or to recommend for purchase or sale, for or on behalf of Client any security which Advisor owners or employees, may purchase or sell for their own benefit or for the benefit of any other client, if in the reasonable opinion

of Advisor such investment would be unsuitable for the Client or if Advisor determines it would not be in the best interest of the Client.

13. DEATH OR DISABILITY

13.1. The death, disability, or incompetence of Client will not terminate or change the terms of this Agreement. However, Client's executor, guardian, attorney-in-fact, or other legally authorized representative may terminate this Agreement by giving written notice (email is not sufficient) to Advisor in accordance with the termination provisions in this Agreement.

13.2. The Client recognizes that the custodian, broker-dealer, or issuer may not allow execution of any additional transactions until such time as the required documentation, including but not limited to a certified death certificate, power of attorney, and/or other required authorization, is provided to and accepted by the custodian, broker-dealer, or issuer.

14. DURATION AND TERMINATION

14.1. This Agreement shall become effective on the date of the last signature below and shall continue in effect until terminated. This agreement may be terminated by Advisor by 30 day written notice to Client or by Client at any time with written notice (email is not sufficient) to Advisor.

14.2. Termination of this Agreement will not affect (1) the validity of any action previously taken by Advisor under this Agreement; (2) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (3) Client's obligation to pay advisory fees (prorated through the date of termination).

14.3. Such termination will not, however, affect the liabilities or obligations of the parties arising from transactions initiated prior to the termination, and such liabilities and obligations shall survive any expiration or termination of this Agreement.

14.4. Notwithstanding the above, this Agreement may be terminated by Client within five (5) business days of signing the Agreement without penalty or incurring any advisory fees.

14.5. Upon the effective date of the termination, Advisor will have no further obligation under this Agreement to act or advise the Client with respect to Services under this Agreement.

15. REGULATORY DISCLOSURE DELIVERY

15.1. Client acknowledges receipt of Advisor's Investment Advisory Agreement Part 1, Investment Advisory Agreement Part 2, Privacy Policy, Form CRS, ADV Part 2A, and ADV Part 2B. Client further acknowledges that Client has had a reasonable opportunity to review all documents, and to discuss the contents with professionals of Client's choosing, prior to the execution of this Agreement. Client chooses to have all required documents delivered via electronic communication, including, but not limited to, the documents listed above.

15.2. The Client authorizes Advisor to deliver, and the Client agrees to accept, all required regulatory notices and disclosures via electronic mail and/or via Advisor's internet website, as well as all other correspondence from Advisor. Advisor shall have completed all delivery requirements upon the forwarding of such document, disclosure, notice, and/or correspondence to the Client's last provided email address (or upon advising the Client via email that such document is available on Advisor's website).

16. DISPUTE RESOLUTION

16.1. This Agreement is governed, construed, and interpreted in accordance with the laws of the State of Florida, unless preempted by federal law. The parties agree that any mediation or arbitration of this Agreement (or when applicable, any legal suit, action or proceeding arising out of or relating to this Agreement that must be instituted and resolved in a State or Federal court) must be conducted in Lee County, Florida, and each party irrevocably submits to such jurisdiction (when applicable) and agrees to exclusive venue in Lee County, Florida.

16.2. All disputes, actions, or controversies between the parties, which may arise out of or relate to any of the services provided under this Agreement, or the construction, performance, or breach of this or any other agreement between the parties, whether entered prior to, on, or after the date of this Agreement, will be resolved by negotiation of the parties acting in good faith.

16.3. If the parties are unable to resolve their differences through negotiation, the parties agree to engage in mediation, using the services of an impartial, neutral mediator selected by mutual agreement of the parties. The fees of the mediator will be shared equally by the parties.

17. REPORTS

17.1. The broker-dealer or custodian of the Client's Assets will be responsible for sending confirmations of each transaction executed for the Assets and a statement no less than quarterly to Client directly. Advisor does not have the responsibility for the accuracy or timeliness of the information provided to Client by the custodian.

17.2. Advisor may use an account aggregation service. Advisor does not have the responsibility for the accuracy of the information provided by the account aggregation service. Client should reference statements provided by the custodian.

18. PROXIES

18.1. Advisor will not vote proxies, nor advise Clients how to vote proxies for securities held in Client Account(s).

18.2. The Client shall be responsible for: (1) directing in the manner which proxies solicited by issuers of securities beneficially owned by Client shall be voted and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings, or other type events pertaining to the Assets.

19. ENTIRE AGREEMENT AND AMENDMENTS

19.1. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior written agreements and understandings with respect hereto.

19.2. Advisor may amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Any such amendment will be effective as of thirty (30) days after Advisor has notified Client in writing of any change or such later date as Advisor may establish, provided, however, that if such amendment is required by law, it will be effective upon written notice by Advisor. If Client provides written notice (email is not sufficient) to Advisor of Client's rejection of any amendment proposed, this Agreement will be considered terminated upon Advisor's receipt of such notice. No amendment to this Agreement requested by Client will be effective unless it is agreed to in writing by Advisor. Except as written above, this Agreement may only be modified in writing by a written document executed by all parties.

19.3. Each party acknowledges that in entering into this Agreement, it does not do so based on or in reliance upon any representations, promises, undertakings, warranties, or other statements (whether written or oral) of any nature except as expressly provided in this Agreement.

19.4. The execution of this Agreement may be by actual, electronic, or facsimile signature.

19.5. This Agreement may be executed in counterparts, each of which together will be deemed an original, but all of which together will constitute one and the same Agreement. In the event that any signature is delivered by facsimile transmission, by e-mail delivery of a Portable Document File ("PDF") format data file, or via other electronic means approved by Advisor, such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or PDF signature page were a manually signed original signature.

20. INDEMNIFICATION

Client will defend, indemnify, and hold Advisor and Advisor Affiliates harmless from all obligations, costs, fees, losses, liabilities, claims, judgments, actions, damages and expenses, including but not limited to attorneys' fees, expenses, and court costs that are paid, suffered, incurred, or sustained by Advisor or Advisor affiliates arising

out of or in connection with any misrepresentations or omissions made by Client in this Agreement, any inaccuracies in the information that Client provides to Advisor, or any instructions that Client provides to Advisor in connection with Client's Assets.

21. SEVERABILITY

If any term, condition, or provision of this Agreement is deemed invalid, void, or ineffective for any reason by an arbitration panel, governmental agency, or court of competent jurisdiction, all the remaining provisions of this Agreement shall remain in full force and effect and will in no way be affected.

22. CONFIDENTIALITY

All information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except as required by law.

23. HEADINGS

All headings are for ease of reference only and in no way will be understood as interpreting, decreasing, or enlarging the provisions of this Agreement.

24. NOTICES

All written notices and other communications contemplated by this Agreement shall be deemed duly given if it is transmitted to Advisor at:

Rinaldi Wealth Management
24311 Walden Center Drive, Suite 100
Bonita Springs, FL 34134

And to Client at the email address and/or mailing address on record with the custodian.

**RETIREMENT PLAN ADVISORY AND CONSULTING AGREEMENT 3(21)
(PART 2 OF 2)**

CLIENT 1

1. Client Name: _____

2. Date of Birth: _____

3. SSN: _____

4. US Citizen: Yes Other _____

5. Marital Status: Single Married Divorce Widow(er)

6. Contact:

Home Address: _____

Preferred Phone: _____

Preferred Email: _____

7. Employment

Status: Retired Employed Self Employed Other _____

Occupation: _____

Employer: _____

Employer Address: _____

Work Phone: _____

8. Verification of ID:

ID Type: Driver's License Passport State ID Other _____

ID Number: _____

Issue Date: _____

Expiration Date: _____

9. Are you a 10% shareholder of a publicly traded company?

Yes No

10. Are you or anyone of interest in the account a politically exposed person (Foreign Political Official)?

Yes No

CLIENT 2

1. Client Name: _____

2. Date of Birth: _____

3. SSN: _____

4. US Citizen: Yes Other _____

5. Marital Status: Single Married Divorce Widow(er)

6. Contact:
Home Address: _____
Preferred Phone: _____
Preferred Email: _____

7. Employment
Status: Retired Employed Self Employed Other _____
Occupation: _____
Employer: _____
Employer Address: _____
Work Phone: _____

8. Verification of ID:
ID Type: Driver's License Passport State ID Other _____
ID Number: _____
Issue Date: _____
Expiration Date: _____

9. Are you a 10% shareholder of a publicly traded company?
 Yes No

10. Are you or anyone of interest in the account a politically exposed person (Foreign Political Official)?
 Yes No

EMPLOYER PLAN PROFILE

1. Legal Name of Plan:

2. Plan Tax ID:

3. Name of Employer:

4. Mailing Address:

5. Phone Number:

6. Plan Type:

- 401(k) Plan
- Other _____

7. Plan control:

- Participant directed
- Trustee directed

8. Advisor's Annual Fee Percentage:

9. Quarterly fee billed in advance as follows:

- Deducted from Plan Assets via custodian
- Check directly from Plan Client

IMPORTANT: Please note that by signing this Retirement Plan Advisory and Consulting Agreement 3(21) Part 2, Client acknowledges that Client has received, read, and understands all the information set forth in Rinaldi Wealth Management’s Retirement Plan Advisory and Consulting Agreement 3(21) Part 1 (the “Agreement”) and hereby accepts its terms and conditions. All Client information contained on the Custodian forms executed by the Client shall also be deemed part of the Agreement. By signing this form, Client attests that the entirety of the information provided above is complete, true, and accurately represented as of the date of execution. Client agrees to notify Advisor if any of the information provided above materially changes. Client further acknowledges that Client has received, read, and understands all required disclosure documents including but not limited to Rinaldi Wealth Management’s Retirement Plan Advisory and Consulting Agreement 3(21) Part 1, Retirement Plan Advisory and Consulting Agreement 3(21) Part 2, Privacy Policy, Form CRS, ADV Part 2A, and ADV Part 2B. Client agrees to have these documents delivered via electronic mail and/or through Rinaldi Wealth Management’s website. By providing email below client consents to receiving documents via electronic mail. Documents can be found at www.RWMadvisor.com.

CLIENT SIGNATURES

Client 1 Signature

Date

Client 1 Name

Client 1 Email Address

Client 2 Signature

Date

Client 2 Name

Client 2 Email Address

RINALDI WEALTH MANAGEMENT SIGNATURE

Advisor Signature

Date

Advisor Name

Chief Compliance Officer/Designee Signature

Date

Chief Compliance Officer/Designee Name