



ERISA Section 3(21) Advisory Agreement

Rep ID

This Agreement is made this ___ day of _____, 20__ by and between HighPoint Advisor Group, LLC (“HPAG”) and _____ (“Plan Sponsor,” “Responsible Plan Fiduciary,” and/or “Client”) for _____ (“Plan”). Client’s email address is _____.

ERISA Plan Services

HPAG offers fiduciary and non-fiduciary services to Plan Sponsor as described in this Agreement.

A. Duties of HPAG

HPAG hereby accepts appointment as the 3(21) Fiduciary to the Plan and agrees to provide the following services to Client, the Plan, and the Plan participants:

1. Fiduciary Services are (check the appropriate box):

Provide non-discretionary 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.

Assist the Client in the development of an investment policy statement (“IPS”). The IPS establishes the investment policies and objectives for the Plan. Client shall have the ultimate responsibility and authority to establish such policies and objectives and to adopt and amend the IPS.

Assist in monitoring investment options by furnishing periodic investment reports that document investment performance, consistency of fund management and conformance to the guidelines set forth in the IPS and make recommendations to maintain, remove or replace investment options.

Act as Client’s liaison with Plan service providers.

Assist Client with Vendor search and support.

Provide Client with performance reports and benchmarking services.

Provide non-discretionary investment advice to the Plan Sponsor 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).

Other (described below):



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2. Non-Fiduciary Services are:

Assist in the education of Plan participants about general investment information and the investment alternatives available to them under the Plan. Client understands HPAG'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, HPAG is not providing fiduciary advice as defined by ERISA 3(21)(A)(ii) to the Plan participants. HPAG 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.

Meet with Client on a periodic basis to discuss the reports and the investment recommendations.

Other (described below):

HPAG may provide these services or, alternatively, may arrange for the Plan's other providers to offer these services, as agreed upon between HPAG and Client.

3. HPAG has no responsibility to provide services related to the following types of assets ("Excluded Assets"):

- a. Employer securities;
- b. Real estate (except for real estate funds or publicly traded REITs);
- c. Stock brokerage accounts or mutual fund windows;
- d. Participant loans;
- e. Non-publicly traded partnership interests;
- f. Other non-publicly traded securities or property (other than collective trusts and similar vehicles);
or
- g. Other hard-to-value or illiquid securities or property.

Excluded Assets will not be included in the calculation of Fees paid to HPAG under this Agreement.

B. Duties of Client

Client acknowledges:

4. The Plan is a [] participant-directed or [] trustee directed plan and the Plan Sponsor has the authority to designate investment alternatives under the Plan.
5. It has the authority to enter into this Agreement with HPAG to assist in these and related duties.
6. HPAG will not have discretion or custody, at any time, of Client or Plan funds and/or securities.
7. HPAG shall have no 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 those securities.



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8. HPAG shall have no authority or discretion to: (i) interpret the Plan documents; (ii) calculate or otherwise handle benefit claims under the Plan; (iii) determine eligibility or participation under the Plan; or (iv) take any other action regarding the management or administration of the Plan.
9. HPAG will not have any duties of any kind regarding the following assets held by the Plan: (i) any stock of, any equity interests of any kind in, or any debt of, Client or a company related to Client (collectively, "Client Stock"); and/or (ii) any assets allocated to self-directed brokerage accounts ("Self-Directed Brokerage Assets") that may be held by the Plan or that may be considered as an investment for the Plan. HPAG shall not take into account any Client Stock or any Self-Directed Brokerage Assets in providing the Fiduciary Services unless such Self-Directed Brokerage Assets are included in the services.
10. HPAG will not be responsible or liable for recommendations or services rendered by third-party service providers or any other provider's compliance with applicable laws, including ERISA or the Code.
11. The Plan's investments can appreciate or depreciate. HPAG does not guarantee or warrant that its services offered hereunder will result in profit. Investments are subject to various market, political, currency, economic, and business risks, and may not always be profitable; and further that HPAG does not and cannot guarantee financial or investment results.

C. Representations of HPAG

1. HPAG is an SEC-registered investment adviser.
2. In performing the Fiduciary Services, HPAG is acting as a fiduciary of the Plan under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") for purposes of providing non-discretionary investment advice only.
3. HPAG will perform the Fiduciary Services as described above in accordance with the prudent man standard set forth in ERISA Section 404(a)(1)(B).
4. HPAG 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 HPAG's intentional misconduct or gross negligence.
5. HPAG will disclose, to the extent required by ERISA Regulation Section 2550.408b-2(c), to Client any changes to the information in this Agreement required to be disclosed by HPAG 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 HPAG is informed of the change (unless such disclosure is precluded due to extraordinary circumstances beyond HPAG's control, in which case the information will be disclosed as soon as practicable).
6. In accordance with ERISA Regulation Section 2550.408b-2(c)(1)(iv)(A), HPAG 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 HPAG'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.
7. If HPAG makes an unintentional error or omission in disclosing the information required under ERISA Regulation Section 2550.408b-2(c)(1)(iv) or (vi), HPAG will disclose to Client the corrected information as soon as practicable but no later than thirty (30) days from the date on which HPAG learns of such error or omission.



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D. Representations and Acknowledgements of Client

1. The Plan is and will at all times be qualified under the provisions of Section 401(a) and exempt under the provisions of Section 501(a) of the Internal Revenue Code of 1986, as amended (the "Code"). Client agrees to immediately notify HPAG if it has reason to believe that the Plan may cease to be qualified under Section 401(a) of the Code.
2. Client is the Responsible Plan Fiduciary for the control and/or management of the Plan assets, and for the selection and monitoring of services producers for the Plan. In accordance with the requirements of ERISA, HPAG is entitled to rely upon this statement until notified in writing to the contrary.
3. 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 this Agreement is authorized (ii) the signatory has authority to execute this Agreement on behalf of the Plan, and (iii) it will provide supporting documentation as may be reasonably required by HPAG.
4. Client has delivered to HPAG copies of the Plan documents, including any and all amendments thereto, and shall provide HPAG with copies of any subsequent amendments or restatements of those documents.
5. The Plan and related Trust permit payment of fees out of the Plan assets. Client has determined the fees charged by HPAG are reasonable and, if paid out of Plan assets, are proper obligations of the Plan.
6. Client has retained, and will exercise, final decision-making authority and responsibility for the implementation of any recommendations or advice rendered to Client by HPAG.
7. In performing the Non-Fiduciary Services, HPAG is not acting as a fiduciary of the Plan as defined by ERISA.
8. In performing both Fiduciary and Non-Fiduciary Services, HPAG does not act as, nor has HPAG agreed to assume the duties of, a trustee or the Plan Administrator, as defined in ERISA, and HPAG has no discretion over the investment of Plan assets or to interpret the Plan documents, to determine eligible or participation under the Plan, or to take any other action with respect to the management, administration or any other aspect of the Plan.
9. HPAG does not provide legal or tax advice.
10. HPAG (i) may perform other services for other clients, (ii) may charge a different fee for other clients, and (iii) may give advice and take action that is different for each client even where retirement plans are similar.
11. HPAG may rely upon all information provided to HPAG, whether financial or otherwise, from reputable third parties or by Client, Client's representatives or third-party service providers to Client or the Plan without independent verification. Client agrees to promptly notify HPAG in writing of any material change in the financials and other information provided to HPAG and to promptly provide any such additional information as may be reasonably requested by HPAG.
12. HPAG will not be responsible for voting or recommending how to vote proxies of the securities held by the Plan or its Trust. Client will be responsible for voting proxies for the investments held by the Plan or its Trust.
13. Client and any other independent fiduciaries of the Plan have relied upon their own resources and not HPAG in deciding to enter into this Agreement.
14. Client will add HPAG as a named insured on its fidelity bond required by ERISA (or obtain such coverage) for the term of this Agreement.

E. Fees

The compensation of HPAG for the services under this Agreement is described in Schedule A. The Plan is obligated to pay the fees however the Plan Sponsor may elect to pay the fees. HPAG does not reasonably expect to receive any additional



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compensation, directly or indirectly, for its services under this Agreement. If additional compensation is received, HPAG will disclose this compensation, the services rendered, and the payer of compensation. HPAG will offset the compensation against the fees agreed upon under this Agreement.

F. Duration and Termination

This Agreement shall become effective on the date written above and shall continue in effect until terminated by either party by giving to the other party thirty (30) days written notice. 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. Upon the effective date of the termination, HPAG will have no further obligation under this Agreement to act or advise Client with respect to Services under this Agreement. No assignment of this Agreement by HPAG shall be effective without the prior written consent of Client.

G. Confidentiality

HPAG agrees that all information concerning the financial affairs of Client shall be treated as confidential and shall not be disclosed to third parties without prior authorization of Client, except as required by law.

H. Limits of Liability and Indemnification.

HPAG's investment recommendations are based upon its professional judgment. HPAG does not guarantee the results of any of its investment recommendations, the future performance of Plan Assets, any specific level of performance, the success of any third party manager ("Independent Manager"), investment decision, strategy or recommendation made by an Independent Manager, or the Plan's overall performance. Client agrees that HPAG shall not be liable for any mistake in judgment or for any loss whatsoever except such as may result from a violation of applicable law or an act of bad faith or gross negligence by it with respect to its duties hereunder. Client agrees to indemnify HPAG and hold it harmless against any and all losses, costs, claims and liabilities (including reasonable attorney's fees) which HPAG may suffer or incur arising out of: (i) a breach by Client of its representations and warranties contained in this Agreement or (ii) as a result of any third party claim, other than a claim arising out of HPAG's breach of fiduciary duty, as determined by a court of competent jurisdiction.

I. Notices

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

HighPoint Advisor Group, LLC
2651 Warrenville Road, Suite 200
Downers Grove, IL 60515

And to Client at the address appearing below or at such other address or addresses that shall be specified, in each case, in a written notice similarly given.

J. Governing Law; Arbitration

To the extent not inconsistent with applicable federal law, this Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided



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herein, or performance shall be governed or interpreted according to the laws of the State of Illinois without regard to choice of law considerations except as otherwise provided by the Federal Arbitration Act. To the extent not inconsistent with applicable law, in the event of any controversy, dispute or claim arising out of or relating to this Agreement, both parties agree to submit the dispute to binding arbitration before a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association then in effect. The parties acknowledge and agree that this Agreement to arbitrate does not constitute a waiver of either party's right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws. Any action, suit or proceeding arising out of, under, or in connection with this Agreement seeking an injunction or not otherwise submitted to arbitration pursuant to this Agreement shall be brought and determined in the appropriate federal or state court in the State of Illinois and in no other forum. The parties hereby irrevocably and unconditionally submit to the personal jurisdiction of such courts and agree to take any and all future action necessary to submit to the jurisdiction of such courts in any such suit, action or proceeding arising out of or relating to this Agreement.

K. Execution/Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual or facsimile signature. The parties consent to the use of electronic signatures via DocuSign or AdobeSign to execute this Agreement.

L. Waiver.

No failure by HPAG to exercise any right, power, or privilege that we may have under this Agreement shall operate as a waiver thereof. Further, no waiver of any deviation from, or breach of, this Agreement by you shall be deemed to be a waiver of any subsequent deviation or breach.

M. Disclosure Receipt. (Client - Please initial)

_____ Client acknowledges receipt of HPAG's Disclosure Brochure and Brochure Supplement (Part 2 of Form ADV), prior to or at the time of signing this Agreement. If the appropriate disclosure documents were not delivered to Client at least 48 hours prior to Client entering into any written or oral advisory contract with HPAG, then Client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

N. Electronic Consent of Disclosure Documents. (Client - Please initial)

_____ Client authorizes HPAG to deliver, and Client agrees to accept, all required regulatory notices and disclosures via electronic mail, as well as all other correspondence from HPAG. HPAG shall have completed all delivery requirements upon the forwarding of such document, disclosure, notice, and/or correspondence to Client's last provided email address. Email Address Certification. You certify that the email address you provided above is a functioning email address; owned and maintained by you or your agent on your behalf, and that all electronic communications of reports sent to the Email Address shall be accessible by you. You agree to notify us in writing of any change in the Email Address.

O. Entire Agreement and Amendment

This Agreement (including the Schedule listed below) 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.



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The Agreement may only be amended or modified, and the terms hereof may only be waived, by a writing signed by all parties hereto or in the case of a waiver, by the party entitled to the benefit of the terms being waived.

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, survivors, administrators, and assigns.

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

This Agreement constitutes both an agreement between the parties and a disclosure statement under ERISA Regulation Section 2550.408b-2. The parties have caused this Agreement to be executed by their duly authorized officers. This Agreement shall not be binding on HPAG until accepted by it, in writing, as indicated by its signature below.



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BY SIGNING BELOW, CLIENT ACKNOWLEDGES (I) ITS AGREEMENT IN ADVANCE TO ARBITRATE WITH HPAG ANY DISPUTE OR CONTROVERSY ARISING OUT OF THIS AGREEMENT IN ACCORDANCE WITH THE PROVISIONS OF PARAGRAPH (J) OF THIS AGREEMENT AND (II) ITS RECEIPT OF A COPY OF THIS AGREEMENT.

AGREED TO BY:

Plan Sponsor:

Plan Sponsor Name (Printed)

Signature on behalf of Plan Sponsor

Plan Fiduciary*:

*Only required if different from the Sponsor.

Plan Fiduciary Name (Printed)

Signature on behalf of Plan Fiduciary

ACCEPTED BY HIGHPOINT ADVISOR GROUP, LLC:

Print Name of Investment Adviser Representative ("IAR")

Signature of IAR

Print Name of Joint IAR

Signature of Joint IAR

Print Name of HPAG Authorized Signer

Signature of HPAG Authorized Signer



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Schedule A: Fees

1. Client elects and authorizes to have fees paid through a deduction from Plan Assets. Fees are billed quarterly in arrears based on the included assets.
2. Client authorizes the Plan record keeper (or other custodian of the Plan assets) to remit the fees directly to HPAG from the Plan assets; however, if the Client desires, it may pay the fees directly.
3. The annual fee for services shall be calculated as follows (check the appropriate box):
 - Annual Flat Fee of \$_____
 - Fee for Service. Based on percentage of plan assets: ____ Basis Points (bps) per annum.
4. The annual fees are based on the market value of the included assets. Fees are charged quarterly in arrears based on the average daily balance of the account over the given quarter as reported by the custodian or record keeper. If the services to be provided start any time other than the first day of a quarter, the fee will be prorated based on the number of days remaining in the quarter. If the Agreement is terminated prior to the end of the fee period, HPAG shall be entitled to a prorated fee based on the number of day during the fee period services were provided.

HighPoint Advisor Group, LLC

Print Name of HPAG Authorized Signer

Signature of HPAG Authorized Signer

Title

Plan Sponsor*

Print Name of Plan Sponsor

Signature on behalf of Plan Sponsor

Title

*The Plan Sponsor is signing this Agreement and Fee Schedule both as the employer that sponsors the Plan and as the fiduciary responsible for selecting the Plan investments and engaging its service providers.