



Harbour Investments, Inc.

Retirement Plan Advisory & Consultation Services Agreement

THE COMPANY

Harbour Investments, Inc. ("HII") is an investment adviser registered with the Securities and Exchange Commission under the Investment Adviser Act of 1940. HII is also a broker/dealer registered with the Financial Industry Regulatory Authority (FINRA) and is incorporated in the state of Wisconsin. HII offers advisory services to financial planners, businesses, endowment funds, banks and thrift institutions, qualified plans and individuals. The advisory services offered under the terms of this Agreement will be referred to as Retirement Plan Advisory & Consultation Services and will be offered to the client(s) by HII and its Investment Advisory Representatives ("IARs").

PRIMARY SERVICE

HII's primary investment advisory service is performed on either a discretionary or non-discretionary basis and neither HII nor IAR takes custody of the clients' funds or securities. Under the terms of the Agreement, HII is engaged in the business of providing retirement plan advisory and consultation services to retirement plan sponsors and participants for retirement plans. The client(s) shall be free either to follow or to disregard any advice provided by HII and shall be responsible for deciding what advice to act upon and when to act upon it. HII by this Agreement will not be providing any broker-dealer services. The client(s) may decide in his or her discretion to choose any broker-dealer to execute transactions in purchasing or selling securities.

EFFECTIVE DATE AND TERM

This Agreement shall commence on the inception date specified on the signature page of this Agreement and shall remain effective until terminated by the client(s) or HII.

PROGRAM SERVICES

At the request and upon agreement of the client(s), IAR will provide financial planning and investment consultation services designed to provide the retirement plan sponsors or its participants with consulting services consisting of a review and analysis of the clients' present investments, financial goals and other relevant data supplied by the client(s).

Services will be specifically set forth under the Description of Services section and where applicable, will address the review and analysis of sponsor's present plan design, preparation of an Investment Policy Statement (IPS), selection of a Qualified Default Investment Alternative (QDIA), performance monitoring, performance reporting, investment recommendations, and participant education service. HII and IAR may also provide analysis of the clients' portfolio managed by, or custodied at, an independent third party unaffiliated with HII. The service may include analysis of portfolios managed by pension plan administrators or trustees, independent investor advisors or other investment professionals.

In the event any of the Services selected under the Description of Services to be Performed involve advising on securities, Advisor acknowledges those Services will be subject to the fiduciary standard set forth under the Investment Adviser's Act of 1940. Advisor further acknowledges that, regarding its performance of a Services which constitute "investment advice" to the Plan for compensation, Advisor will be deemed a "fiduciary" as such term is defined under Section 3(21)(A)(ii) of ERISA. The parties acknowledge and agree that Advisor, has no responsibility to and will not (a) exercise any authority or control respecting management of Plan, (b) is not an "investment manager" as defined in Section 3(38) of ERISA and does not have the power to manage, acquire or dispose of any plan assets, and (c) is not the "Administrator" of the Plan as defined in ERISA. Client acknowledges that sole standard of care imposed on Advisor and its agents as a fiduciary is to act with care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in conduct of an enterprise of a like character with like aims.

Other types of service provided by HII and IAR to the client(s) may include, but are not limited to, financial report generation, investment research, organizational and various investment service work relating to finances and investments. The IAR may not necessarily generate a written report when requested to review specific or generic products or to discuss planning or investment strategies in general. HII provides services to other client(s). Advice rendered to other client(s), depending on their particular situation may be different or even contrary to advice rendered pursuant to this Agreement. The client(s) acknowledges this is not a conflict of interest on the part of HII.

The client(s) understands that HII does not guarantee the results of any recommendation, or the overall performance and that losses can occur by following HII's and IAR's advice.

BACKGROUND INFORMATION/CONFIDENTIALITY

The client(s) agrees to furnish HII and IAR with all information reasonably requested to perform an analysis of the clients' financial situation and investment objectives. Investment managers' recommendations shall be made in reliance upon the client(s) provided information. All client(s) information shall be treated as confidential.

FEES

Fees for HII's services hereunder shall be paid to HII by the client(s) or plan sponsor. Retirement planning fees may be charged in a number of different ways. A one-time flat fee charge would be defined as typically a one-time fee that is determined by the advisor and client to be appropriate for the services the advisor is providing to the client. A monthly or quarterly fee would be defined as an annual fee broken down into a monthly or quarterly payment and may be based on a percentage of plan assets. Paying for ongoing financial advice from the advisor or a third-party service can be canceled at any time without a termination fee.

ASSIGNMENT/GOVERNING LAW

HII will make efforts to provide the client notice in the event that the client's Agreement has been assigned, sold, and/or transferred. The validity of this Agreement and the rights and liabilities of the parties hereunder shall be governed and construed according to the laws of the State of Wisconsin.

TERMINATION AND REQUIRED DISCLOSURES

This Agreement may be terminated by and upon either party giving written notice to the other party and termination will become effective upon receipt of such notice provided. Upon termination of the agreement, the client(s) agrees to pay HII all fees contractually owed by the client(s) and HII may refund any net balance paid under the Agreement for services not yet rendered upon request.

If the client(s) has not received the Investment Advisory Brochure at least 48 hours prior to signing Agreement, the client(s) shall have the right to terminate this Agreement without penalty within five (5) business days of entering it.

CONFLICT OF INTEREST DISCLOSURE

HII's investment advisory services are marketed and sold by its officers, employees and through its sales representatives who may or may not have the advisory capacity in connection with recommendations. The IAR is also a registered representative of the Broker/Dealer. These roles result in a conflict of interest for HII and/or its IARs in at least the following ways. As a registered representative, there may be commissions involved in certain transactions that are paid to the registered representative. Other remunerations received by HII and/or its IARs may be in the form of dealer concessions, marketing fees, reimbursement for costs and expenses, promotional payments, 12b-1 fees or other compensation generated by mutual funds, variable annuities, or the purchase or sale of securities as outlined in the respective prospectuses given to the prospective client at the time of meeting.

Additionally, if the client chooses to enlist management services on a product that offers a dealer concession, 12b -1 fee or any other compensation, there often are additional charges as a result. Administrative fees on credit balances from brokerage firms are paid to HII and/or the IAR. An IAR sometimes receives gifts or trips as incentives for volume production. Any and all these payments to HII, its representatives and/or its IAR represent a conflict of interest since it incentivizes HII and its personnel to recommend products and services that pay such remuneration. Clients are advised of this fact. They are also advised that they are not obligated to accept any recommendation from HII, its registered representatives or IARs. Products and services which do not have accompanying payments to HII and its personnel are available and may be selected by the Client in lieu of any other recommendation. Further information concerning conflicts of interest is available in HII's ADV which it makes available to its clients.



Harbour Investments, Inc.
Retirement Plan Advisory & Consultation Services Agreement

This Retirement Plan Advisory & Consultation Services Agreement (" Agreement") is made by and between Harbour Investments, Inc. ("HII"), a Wisconsin Corporation, a Registered Investment Adviser("RIA") registered with the Securities and Exchange Commission ("SEC"), its Investment Adviser Representative(s) ("IAR") identified on the following signature page, and the client(s) identified on the signature page ("Client"). This Agreement is for the limited purposes of providing retirement plan advisory & consultation services described below. The effective date of this Agreement is the date signed by the client(s).

PART I: RETIREMENT PLAN AND EMPLOYER INFORMATION

Plan Name	Plan TIN	Plan Date
Employer Name	Employer TIN	Employer Phone
Employer Street Address		Employer Fax
City, State Zip		Email

PART II: RETIREMENT PLANNING SERVICES

INVESTMENT ADVICE AT PLAN LEVEL

- | | |
|--|---|
| <input type="checkbox"/> Retirement Plan Design
<input type="checkbox"/> Retirement Plan Search Support
<input type="checkbox"/> Prepare Investment Policy Statement
<input type="checkbox"/> Education Services to Plan Committee
<input type="checkbox"/> Selection of QDIA
<input type="checkbox"/> Preparing Model Portfolios | <input type="checkbox"/> Review Plan Investment Selection
<input type="checkbox"/> ERISA Fiduciary under section 3(21)
<input type="checkbox"/> ERISA Fiduciary under section 3(38)
<input type="checkbox"/> Performance Monitoring
<input type="checkbox"/> Performance Reporting
<input type="checkbox"/> Religious and Social Values Review |
|--|---|

INVESTMENT ADVICE TO PARTICIPANTS

- | | |
|---|---|
| <input type="checkbox"/> Participant Educational Services | <input type="checkbox"/> Participant Meetings |
|---|---|

DESCRIBE IN DETAIL, BUSINESS PLANNING/ANALYSIS OR OTHER SERVICES HERE:

PART III: INVESTMENT ADVISORY SERVICE FEES

One Time Flat Fee \$ _____

Recurring Flat Fee \$ _____

Bill Annually

Bill Quarterly

Bill Monthly

Annual Asset-Based Pricing Percentage _____%

**Asset-based pricing uses the period ending valuation based on the frequency selected unless otherwise noted.*

PART IV: CUSTOMER STATEMENT

I/we have read the Agreement and fully understand the various provisions set forth as they affect the Financial Planning & Investment Consultation Services Agreement provided by HII. In accordance with Rule 204-3 of the Investment Advisers Act of 1940, I/we have received a copy of the Harbour Investments, Inc. ADV Part II Brochure. The client hereby makes the following representations about informed consent of the receipt of certain information from Harbour: I (we) acknowledge receipt of Harbour's Form CRS and understand its contents. I (we) agree to receive, and have received, delivery of Harbour's Best Interest Disclosure by visiting <https://harbourinv.com/clients/regulation-bi/>.

Trustee Signature

Date

Trustee Signature

Date

Print Company Name

Print Company Name

PART V: INVESTMENT ADVISOR REPRESENTATIVE (IAR) STATEMENT

I, the undersigned IAR, am properly licensed and have met the appropriate state and federal examination requirements for conducting IAR services in the Clients' state of residence. I believe that the above information furnished by the customer and other information known by me adequately describes the client.

IAR Signature(s)

Date

Print IAR Name(s) & Number(s)