



Fiduciary Fulfillment Agreement

This Agreement is entered into among _____ (the "Advisor"), a registered investment advisor, and Redhawk Wealth Advisors, Inc. ("Redhawk"). Advisor, being duly authorized, hereby agrees to employ and retain Redhawk to provide reporting services for the Advisor in accordance with the following terms and conditions (the "Agreement").

RECITALS

WHEREAS, Advisor, in its capacity as an investment fiduciary for the Plan, has requested that Redhawk provide certain services relating to the Plan in accordance with ERISA, and related regulatory guidance from the U.S. Department of Labor ("DOL").

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Redhawk and Advisor hereby agree as follows:

1. **DEFINITIONS.**

The following definitions shall apply to this Agreement and to any Exhibit attached hereto.

"Business Days" shall mean those days that the New York Stock Exchange is open for business.

"ERISA" shall mean Employee Retirement Income Security Act of 1974 as amended.

"Effective Date" shall mean the latest date signed by both parties on the signature page herein.

"Fiduciary Fulfillment Services" shall mean the services to be performed or delivered by Redhawk as described in Exhibit A.

"Investment Monitoring Report" shall mean the periodic investment monitoring report, in a PDF format, that is created by Redhawk for the Plan and is sent via email to the Advisor.

"Investment Options" shall mean the investments made available to Participants as investment options under the Plan.

"Participants" shall mean individual employees of Plan Sponsor who are enrolled in the Plan and entitled to direct the investment of their individual accounts under the Plan in accordance with the Plan's applicable procedures and conditions.

"Plan Sponsor" as defined in section 3(16) of ERISA as (i) the employer in the case of an employee benefit plan established or maintained by a single employer, (ii) the employee organization in the case of a plan established or maintained by an employee organization, or (iii) in the case of a plan established or maintained by two or more employers or jointly by one or more employers and one or more employee organizations, the association, committee, joint board of



trustees, or other similar group of representatives of the parties who establish or maintain the plan.

“**QDIA**” shall mean a qualified default investment alternative within the meaning of ERISA Section 404(c)(5) and the regulations thereunder.

2. APPOINTMENT.

- a. Advisor represents and warrants that it is an investment advisor registered under the Investment Advisers Act of 1940, as amended (“Advisers Act”), and therefore, is eligible to serve as either:
 - (i) an “investment fiduciary” as defined in ERISA Section 3(21) who provides investment recommendations to the Plan Sponsor and whereby both the Advisor and Plan Sponsor share the fiduciary responsibility (or “ERISA 3(21) Services”), or
 - (ii) an “investment manager” as defined in ERISA Section 3(38) who has been specifically appointed to have full discretionary authority and control to make the actual investment decisions on behalf of the Plan Sponsor (or “ERISA 3(38) Services”).
- b. Advisor represents and warrants that it provides ERISA 3(21) Services or ERISA 3(38) Services for a Plan, which is qualified under Sections 401(a) or 403(b) of the Internal Revenue Code of 1986, as amended (the “Code”), and is subject to ERISA.
- c. Advisor shall maintain its registration as an investment advisor during the term of this Agreement.
- e. Advisor hereby appoints Redhawk to provide services designated as “Fiduciary Fulfillment Services” in Exhibit A, which Redhawk hereby accepts.

3. REDHAWK OBLIGATIONS.

- a. Redhawk shall provide Fiduciary Fulfillment Services to the Advisor, as further described in Exhibit A.
- b. In providing the Fiduciary Fulfillment Services, Redhawk shall not be liable for any benefits due, or claimed to be due, under the Plan.

4. ADVISOR OBLIGATIONS.

- a. Advisor shall comply with the capabilities of Fiduciary Fulfillment Services reporting application utilized by Redhawk. The available advisor criteria capabilities are further described under Exhibit D herein.
- b. Advisor shall provide Redhawk with (i) the most current Investment Policy Statement (or “IPS”) and (ii) the most current ERISA 3(21) Services agreement or ERISA 3(38) Services agreement.



- c. Advisor shall fully cooperate with Redhawk in its provision of Fiduciary Fulfillment Services, in such manner as Redhawk may from time to time reasonably request. Advisor understands and acknowledges that such cooperation shall include timely and accurate (i) reporting of plan assets by investment, (ii) communication of any changes or updates regarding the Investment Options, and (iii) communication of any meeting notes or Investment Options comments.
- d. Advisor shall promptly notify Redhawk of any errors, incompleteness or untimeliness in any of the data, analysis, opinions or other information contained in the Fiduciary Fulfillment Services about which Advisor becomes aware of. Moreover, Advisor acknowledges and agrees that Redhawk does not guarantee that the Fiduciary Fulfillment Report will be delivered without interruption, timely, error-free, or secure. Errors may occur in software-based services as a result of programming errors, database errors, or other causes.
- e. Advisor acknowledges that through its agreement with Redhawk, the Fiduciary Fulfillment Services provided by Redhawk is provided under electronic means through email. Advisor represents that they have provided Redhawk with a valid electronic mail address (“E-Mail Address”) and consent to having communication between Advisor and Redhawk relating to the Fiduciary Fulfillment Services sent to that E-Mail Address. Advisor represents to Redhawk that its E-Mail Address allows them to read and print the Investment Monitoring Report. Advisor agrees that such electronic delivery shall be deemed by Redhawk as effective delivery to Advisor whether or not Advisor access or review the Investment Monitoring Report. To receive electronic delivery of the Investment Monitoring Report, Advisor represents to Redhawk that it has a computer with Internet access and a valid E-Mail Address. Advisor also represents to Redhawk that it can download and save or download and print the Investment Monitoring Report so as to retain for their records. Advisor further understands and acknowledges that Internet access may involve some costs to them.

5. USE AND PROMOTION.

- a. The Fiduciary Fulfillment Services, or any portion thereof, may be used by Advisor only in connection with the Plan. Any other use by Advisor, including commercial use for the benefit of another person, is prohibited under this Agreement and shall be a material breach of this Agreement. Advisor shall take all commercially reasonable actions to ensure that there is no unauthorized use by its employees, agents, independent contractors, vendors or other third parties. Advisor shall immediately notify Redhawk of any actual or potential unauthorized use of which Advisor becomes aware. Advisor agrees to cooperate and provide reasonable assistance to Redhawk in connection with preventing and stopping any unauthorized use, of the data, analysis, opinions and other information contained in the Fiduciary Fulfillment Services.
- b. Except to the extent required by ERISA, Advisor may not mention or refer to Redhawk, the Fiduciary Fulfillment Services, any of Redhawk’s Intellectual Property, as defined below, or any of Redhawk’s correspondence, public announcements, advertising, marketing or promotional materials, announcements or events (collectively, the



“Promotion Material”) without Redhawk’s prior written approval, unless such material was provided by Redhawk to Advisor for its incorporation into such Promotion Material. Advisor shall incorporate appropriate notice, attribution and disclaimer language into the Promotion Material, as Redhawk may specify in its review of the Promotion Material. Advisor shall have a limited license to use the Redhawk name, trademarks, service marks (“Redhawk Marks”) identified herein but, in each instance, only in the manner and format specified by Redhawk in writing in advance.

6. CONFIDENTIALITY.

- a. The parties acknowledge that in the course of their dealings hereunder, each may acquire information about the other, its business activities and operations, its technical information and its trade secrets, all of which are proprietary and confidential (“Confidential Information”). Except as required by applicable law, each party hereby agrees that: (a) all Confidential Information (including, but not limited to the terms of this Agreement) remains the exclusive property of the disclosing party; (b) it shall maintain, and shall use prudent methods to cause its employees and agents to maintain (and not to otherwise copy, publish, disclose or use other than as contemplated under this Agreement), the confidentiality and secrecy of the disclosing party’s Confidential Information; and (c) it shall return or destroy all copies of the disclosing party’s Confidential Information upon request of the disclosing party.
- b. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (i) is or becomes a part of the public domain through no act or omission on the part of the receiving party; (ii) is disclosed to third parties by the disclosing party without restriction on such third parties; (iii) is in the receiving party’s possession, without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under this Agreement; (iv) is independently developed by the receiving party without reference to the disclosing party’s Confidential Information; (v) is released from confidential treatment by written consent of the disclosing party; or (vi) is required to be disclosed by a court of competent jurisdiction; provided the receiving party gives the disclosing party prior written notice of such proposed disclosure sufficient to enable the disclosing party to obtain an appropriate protective order, if it so desires.

7. OWNERSHIP.

- a. Notwithstanding the rights granted under this Agreement, Advisor acknowledges and agrees that: (i) Redhawk retains sole and exclusive ownership over all data (“Redhawk Data”), analysis, opinions, developments, inventions, processes, formulas, technology, or other information contained in the Fiduciary Fulfillment Services (“Intellectual Property”), and that the Fiduciary Fulfillment Services and all data, analysis, opinions and other information contained in it include valuable copyrighted and proprietary material of Redhawk; (ii) Redhawk as applicable, retains sole and exclusive ownership over the Intellectual Property; (iii) the Fiduciary Fulfillment Services, Redhawk Data, and Intellectual Property are being made available to Advisor for the express purposes and use set forth herein and nothing contained herein transfers to Advisor any ownership interest in the Intellectual Property, Redhawk Data, or the Fiduciary Fulfillment Services and any software, pictures, images, materials, changes, or other works of authorship provided contained therein or Intellectual Property; and (iv) Advisor shall not have any



rights in and to the Fiduciary Fulfillment Services, Redhawk Data, and Intellectual Property, except as specifically granted by this Agreement. Advisor has no right to make derivative works of the Fiduciary Fulfillment Services, Redhawk Data, or the Intellectual Property in any form for use in any medium currently in existence or under development, now or in the future.

- b. Advisor shall not, at any time during or after the term of this Agreement: (i) contest or assist any third party in contesting the validity or enforceability of Redhawk's ownership of all right, title and interest in and to the Fiduciary Fulfillment Services and all corresponding intellectual property rights, or in Redhawk's ownership of all right, title and interest in and to the Redhawk Data and all corresponding intellectual property rights thereto; (ii) use the Intellectual Property, except as specifically authorized by this Agreement; (iii) use any trademark, service mark, trade name or corporate name that is a colorable imitation or confusingly similar to any of the Intellectual Property, except as expressly authorized by Redhawk in writing in advance; or (iv) contest or assist any third party in contesting the validity or enforceability of the Intellectual Property or the ownership of all right, title and interest in and to the Intellectual Property. To the extent Advisor is authorized to use any of the Intellectual Property, such use shall inure to the benefit of Redhawk, as appropriate. Advisor shall, at all times during or after the term of this Agreement, execute any documents and take such other actions reasonably requested by Redhawk to confirm or protect Redhawk's right, title and interest in and to the Fiduciary Fulfillment Services, Redhawk Data, or the Intellectual Property, as applicable, and any corresponding intellectual property rights.

8. TERM AND TERMINATION.

- a. The term of this Agreement shall begin on the Effective Date and shall continue until any of the events described in this section occurs. Advisor understands and agrees that upon termination of this Agreement all Fiduciary Fulfillment Services will cease. Termination of this Agreement for any reason shall not affect Advisor's obligation to pay any and all fees and other amounts due and payable under this Agreement, nor shall such termination relieve Advisor of any liability for breach of this Agreement or of the obligation to arbitrate disputes arising under this Agreement.
- b. If either party defaults in the performance of, or is in material non-compliance with, any provision contained in this Agreement (including, but not limited to, any uncured insolvency or the like), and such default is not cured within thirty (30) Business Days after written notice thereof is given to the defaulting party, the party giving such notice may then give further written notice which shall terminate this Agreement as of the date specified in such notice.
- c. This Agreement may be terminated by either party upon fifteen (15) Business Days prior written notice to the other party. This Agreement will terminate automatically upon such termination following the applicable notice period.

9. FEES.

During the term of this Agreement, Redhawk shall receive a fee ("Redhawk Fee") as described in Exhibit B attached hereto and made part hereof. Advisor agrees to pay the Redhawk Fee



in accordance with this Agreement. Redhawk reserves the right, in its sole discretion, to modify the fees and will inform the Advisor in writing at least ninety (90) days before the change is effective.

10. REPRESENTATIONS AND WARRANTIES.

- a. Redhawk represents and warrants to Advisor that; (i) to Redhawk's knowledge it has all rights in and to all of the Intellectual Property necessary to market, distribute the Fiduciary Fulfillment Services in accordance with the terms of this Agreement; (ii) this Agreement is binding on Redhawk; (iii) Redhawk's entry into this Agreement does not violate any prior obligation or agreement of Redhawk; and (iv) Redhawk will not receive any compensation, direct or indirect, for its services under this Agreement, except for the fees disclosed in Exhibit B.
- b. Advisor represents and warrants to Redhawk that (i) Advisor has the authority and power to enter into and comply with its obligations under this Agreement and the rights and licenses necessary to enter into and perform its obligations under this Agreement; (ii) this Agreement is binding on Advisor; (iii) Advisor's entry into this Agreement does not violate any prior obligation or agreement of Advisor; (iv) the individual signing this Agreement and any Exhibits thereto is authorized to sign on behalf of Advisor in its corporate capacity; (v) Advisor authorizes the use of electronic communication (including by electronic mail) in communicating the Fiduciary Fulfillment Services and that such communication will be facilitated by the Redhawk.
- c. Further Advisor represents and warrants to Redhawk that (i) Advisor's appointment as an ERISA 3(21) investment fiduciary or ERISA 3(38) investment manager and the Fiduciary Fulfillment Services to be provided by Redhawk are consistent with the Plan documents and Investment Policy Statement, and (ii) upon reasonable request, it will furnish Redhawk with true and complete copies of all documents establishing and governing the Plan and evidencing Plan Sponsor's authority to retain Advisor.

11. DISCLAIMERS.

- a. Redhawk will use commercially reasonable efforts to ensure that the data, analysis, opinion, and other information contained in or utilized for the Fiduciary Fulfillment Services are correct. Although gathered from sources believed to be reliable, Advisor acknowledges that Redhawk cannot guarantee the accuracy of the data or information used to provide the Fiduciary Fulfillment Services. The completeness and timeliness of all data and information used to provide the Fiduciary Fulfillment Services are dependent upon the sources of such data and information, which are outside of Redhawk's control.
- b. Except as expressly set forth in Section 10 above, Redhawk provides no warranties, either express, implied or otherwise with respect to the Fiduciary Fulfillment Services delivered pursuant to this Agreement, and to the extent permitted by law, including ERISA, Redhawk disclaims the implied warranties of fitness for a particular purpose and merchantability with respect to such Fiduciary Fulfillment Services.



12. INDEMNIFICATION.

- a. Redhawk agrees to indemnify, defend and hold harmless Advisor and their successors and assigns, and its and their directors, officers and employees, from and against any and all third party claims, demands, suits, actions, and any and all damages, losses, liabilities, taxes, penalties, fines, charges costs and expenses, including reasonable attorneys' fees, (individually a "Loss" and collectively "Losses") arising from Redhawk's breach of its obligations under this Agreement. Redhawk's indemnification obligation shall not apply to any Loss or Losses arising out of or relating to a Loss due to any of the following: (i) the decisions, fault or negligence of Advisor; (ii) untimely and/or inaccurate information provided by Advisor to Redhawk; or (iii) the violation of rules or regulations by Advisor. Redhawk shall provide prompt written notice of any claim, action, or proceeding giving rise to such obligation, shall reasonably cooperate with its defense and/or settlement efforts and shall grant Advisor at Redhawk's option, sole control of the defense and/or settlement of such claim, action, or proceeding. This indemnification obligation shall survive any termination of this Agreement. Advisor also agrees to hold Redhawk harmless and indemnify Redhawk against any Loss or Losses which Redhawk may incur or suffer under ERISA, if and to the extent such liability or loss is caused by the inaccuracy or breach by Advisor of any of the representations, warranties or obligations of Advisor set forth in this Agreement.

- b. Advisor agrees to indemnify, defend and hold harmless Redhawk and their successors and assigns, and its and their directors, officers and employees, from and against any and all third party claims, demands, suits, actions, and any and all damages, losses, liabilities, taxes, penalties, fines, charges, costs and expenses, including reasonable attorneys' fees, (individually a "Loss" and collectively "Losses") arising from Advisor's breach of its obligations under this Agreement or its fiduciary obligations under the Plan, its use of the Intellectual Property provided hereunder in any manner not specifically authorized hereunder, or its failure to provide accurate information to Redhawk. Advisor's indemnification obligation shall not apply to any Loss or Losses arising out of or relating to a Loss due to any of the following: (i) the decisions, fault or negligence of Redhawk; (ii) untimely and/or inaccurate information provided by Redhawk to Advisor; or (iii) the violation of rules or regulations by Redhawk. Advisor shall provide prompt written notice of any claim, action, or proceeding giving rise to such obligation, shall reasonably cooperate with its defense and/or settlement efforts and shall grant Redhawk at Advisor's option, sole control of the defense and/or settlement of such claim, action, or proceeding. This indemnification obligation shall survive any termination of this Agreement.

This section shall survive the termination of this Agreement.

13. MISCELLANEOUS.

- a. All notices or other communications shall be in electronic communication format. Unless otherwise provided, notice will be effective on the date it is officially recorded as delivered by the Provider's electronic email system.

- b. This Agreement, along with any Exhibits or other attachments hereto, sets forth the entire understanding between the parties and supersedes any and all oral or written agreements between the parties as to the subject matter of this Agreement. If any provision of this



Agreement shall to any extent be held to be invalid or unenforceable, the remainder of the Agreement, or the application of such provisions as to which it is not held to be invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and be enforced to the fullest extent permitted by law.

- c. This Agreement may be modified only in a document signed by both parties.
- d. The parties' benefits and obligations in this Agreement shall not be assigned (as the term "assignment" is defined and interpreted under the Advisers Act) without the consent of the other party. This Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their permitted successors in interest and assigns. The parties acknowledge that there are no intended third party beneficiaries of this Agreement.
- e. The failure of one party to require the other to perform hereunder shall in no way affect the first party's right to require such performance thereafter, nor shall the waiver by either party of a breach of any Agreement provision be deemed a waiver of any succeeding breach of that provision or a waiver of the provision itself. In no event shall one party be liable to the other for any delay or failure to perform hereunder if the delay or failure is due to causes beyond the reasonable control of that party.
- f. Each party acknowledges that the other's legal remedies (including the payment of damages) would not adequately compensate the non-breaching party for the other's breach of this Agreement regarding ownership, use, copying, distribution, confidentiality or nondisclosure, as applicable, of the Fiduciary Fulfillment Services (or any part thereof), the Intellectual Property, or Confidential Information and that it would suffer continuing, irreparable injury as a direct result of such breach. Therefore, in the event of any such breach or threatened breach, the non-breaching party may seek entry of any injunctive relief necessary to prevent or cure such breach (including temporary and preliminary relief, and relief by order of specific performance), without posting of bond or other security or proof of irreparable harm.
- g. Any dispute under this Agreement shall be settled by binding arbitration in Minneapolis, Minnesota under the rules of the American Arbitration Association. In any such arbitration, each party shall bear its own costs, expenses and attorneys' fees and the parties shall share the arbitrator fees and other expenses of arbitration. The arbitration award may be enforced in any court having jurisdiction over the parties and the subject matter of the arbitration to enforce an arbitration award. Notwithstanding the foregoing, this binding arbitration clause in no way limits or affects Advisor's rights under the Advisers Act.
- h. To the extent not preempted by ERISA or other federal law, all disputes arising under this Agreement or its performance shall be determined exclusively under the laws of the State of Minnesota without regard to its conflict of law's provisions.
- i. The termination or cancellation of this Agreement for any reason shall not relieve either party of obligations that accrued prior to termination or cancellation, or of obligations that by their nature are intended to survive this Agreement, including but not limited to



obligations in connection with warranties, disclaimers, confidential information and indemnification.

- j. This Agreement may be signed in two counterparts, which together shall form a single agreement as if both parties had executed the same document.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

Advisor:

Redhawk Wealth Advisors, Inc.

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

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EXHIBIT A
REDHAWK FIDUCIARY FULFILLMENT SERVICES

1. Service Level

Redhawk offers two levels of Fiduciary Fulfillment Services that the Advisor will select as follows:

Fiduciary Fulfillment Services	Silver	Gold
<i>Reporting Module:</i> <ul style="list-style-type: none">• Investment Monitoring Report• Investment Policy Statement• Contact Center Support	Yes Yes Yes	Yes Yes Yes
<i>Sales Support Module:</i> <ul style="list-style-type: none">• Investment Monitoring Report for Existing Plan• Fee Analysis and Benchmarking Report for Existing Plan• Plan Comparison Report for Existing Plan	No No No	Yes Yes Yes

2. Investment Monitoring Report

Redhawk will provide an Investment Monitoring Report that includes the information shown below to the Advisor for each Plan. This report will be sent either after each calendar quarter or the end of the calendar year as selected by the Advisor.

- a. Asset Classes
- b. Report Criteria
- c. Executive Summary
- d. Portfolio Style Report
- e. Fund Criteria Report
- f. Fund Communication
- g. Performance Summary
- h. Meeting Notes
- i. Signature Page
- j. Fund Fact Report

Redhawk will provide the Investment Monitoring Report, as a PDF, on a periodic basis to the Advisor of the plan. The report will be sent via email within fifteen (15) calendar days after all of the information has been received by Redhawk from the Advisor and any third parties and the information is in good order. Redhawk receives investment information from third parties and it is provided to Redhawk as follows:

- a. Mutual funds and exchange traded funds (or “ETFs”) information is generally available fifteen (15) calendar days after the end of a calendar quarter.
- b. Collective investment trust funds (or “CITs”) information is generally available forty-five (45) calendar days after the end of a calendar quarter.



3. Investment Policy Statement

Redhawk will provide a standard Investment Policy Statement (IPS) that is customized to either the ERISA 3(21) Services or ERISA 3(38) Services provided by the Advisor.

4. Contact Center Support

Redhawk will provide contact center support that is available via the phone or email. The contact center is open every business day (except when the markets are closed) from 8am – 5pm CST.

5. Investment Monitoring Report for Existing Plan

Redhawk will provide an Investment Monitoring Report on an existing plan the Advisor is prospecting as part of the selling process. The report includes the following for each Plan:

- a. Asset Classes
- b. Report Criteria
- c. Executive Summary
- d. Portfolio Style Report
- e. Fund Criteria Report
- f. Performance Summary
- g. Fund Fact Report

6. Fee Analysis and Benchmarking Report for Existing Plan

Redhawk will provide a fee analysis and benchmarking report on an existing plan the Advisor is prospecting as part of the selling process. The report includes the following for each Plan:

- a. Fee Analysis Summary
- b. Fee Expense and Revenue Sharing Analysis
- c. Fee Detail Report
- d. Fees Glossary

7. Plan Comparison Report for Existing Plan

Redhawk will provide a plan comparison report that compares an existing plan the Advisor is prospecting to proposed new plan options as part of the selling process. The report includes the following for each Plan:

- a. Plan Expense Comparison Summary
- b. Plan Lineup Expenses
- c. Performance Summary
- d. Plan Composite Return Analysis
- e. Disclosures



To Be Completed by Advisor:

Name of the Plan: _____

Fulfillment Service: Silver

Gold

Fiduciary Solution: ERISA 3(21)

ERISA 3(38)

The periodic Investment Monitoring Report should be created by Redhawk and sent to the Advisor after each period as follows:

Quarterly – at the end of each calendar quarter.

Annually – at the end of each calendar year.



**EXHIBIT B
REDHAWK FEE**

The fees for the Fiduciary Fulfillment Services provided on behalf of the Advisor (or “Redhawk Fees”) shall include the following.

Redhawk will invoice the Advisor directly at the end of each calendar quarter. The Redhawk Fees are based on total assets in each Plan and Advisor shall pay Redhawk a quarterly fee for the Fiduciary Fulfillment Services as defined below.

If this Agreement becomes effective on a day other than the first day of a calendar quarter or ceases to be effective on a day other than the last day of a calendar quarter, the applicable fee for that period shall be prorated based on the length of time the Agreement is in effect during that period. Upon the effective date of termination, any earned and unpaid fees will become due and payable. The fee does not cover the cost of any services which may be provided by Redhawk that are not described in Exhibit A, including but not limited to the cost for preparing and providing any additional reports which are not contemplated under the Agreement.

The Redhawk Fee payable to Redhawk shall be an annual asset-based fee in accordance with the table below, which will be charged quarterly in arrears based on the each Plan’s total assets at the end of each calendar quarter. The Redhawk Fee shall be payable by the Advisor.

Plan Assets	Silver	Gold
\$0 - \$9,999,999	0.05% (within tier)	0.10% (within tier)
\$10,000,000 - \$24,999,999	0.04% (within tier)	0.08% (within tier)
\$25,000,000 - \$99,999,999	0.03% (within tier)	0.06% (within tier)
\$100,000,000 - \$199,999,999	0.02% (within tier)	0.04% (within tier)
\$200,000,000 or more	0.01% (within tier)	0.02% (within tier)

Silver Service Level Example:

The Plan’s total assets at the end of the most recent quarter is \$15,000,000. The Redhawk Fee for the quarter would be: $(\$9,999,999 * 0.05% * .25) + (\$5,000,001 * 0.04% * .25) = \$1,749.99$.



**EXHIBIT C
ADVISOR DATA REQUIREMENTS**

The Advisor agrees to send the following information to Redhawk in a timely manner for Redhawk to incorporate into the Investment Monitoring Report. The advisor will send the information via email to Redhawk.

Data	Timing Requirement
Meeting notes	15 calendar days after the close of the period.
Individual investment comments	15 calendar days after the close of the period.
Investment changes	15 calendar days after the close of the period.
Plan demographic changes	15 calendar days after the close of the period.

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**EXHIBIT D
ADVISOR CRITERIA CAPABILITIES**

Advisor must utilize the criteria below in order for Redhawk to create the Investment Monitoring Report. The Advisor can select to use up to twelve (12) criteria for Redhawk to utilize in the Investment Monitoring Report.

Fund Characteristics

- Longest Tenured Manager vs. peers
- Average Manager Tenure
- Track Record
- Total Net Assets

Investment Style

- Style Consistency
- 5 year R-squared-Std.
- 3 year R-squared-Std.
- 3 year R-squared-Best Fit

Performance

- 10 year annualized return vs. peers
- 10 year annualized return vs. benchmark
- 5 year annualized return vs. peers
- 5 year annualized return vs. benchmark
- 3 year annualized return vs. peers
- 3 year annualized return vs. benchmark
- 1 year return vs. peers
- 1 year return vs. benchmark
- 5 year Up/Down Capture
- 5 year Max DrawDown vs. peers
- 3 year Max DrawDown vs. peers

Risk Adjusted Return

- 3 year Information Ratio
- 5 year Information Ratio
- 5 year Information Ratio vs. peers
- 3 year Information Ratio vs. peers
- 10 year Sharpe Ratio vs. peers
- 5 year Sharpe Ratio vs. peers
- 3 year Sharpe Ratio vs. peers
- 1 year Sharpe Ratio vs. peers
- 5 year Alpha-Std. vs. peers
- 3 year Alpha-Best Fit vs. peers
- 5 year Risk / Return



Volatility

- 5 year Beta-Best Fit
- 3 year Beta-Best Fit
- 3 year Beta-Std.
- 5 year Standard Deviation vs. peers
- 3 year Standard Deviation vs. peers

Expense

- Gross Expense Ratio vs. peers
- Net Expense Ratio vs. peers

Turnover

- Turnover Ratio

Morningstar

- Overall Star Rating

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