

**RETIREMENT PLAN
CONSULTING AGREEMENT
ERISA Section 404(c)**

1. THE PLAN/PARTIES

Kubhera Enterprises, LLC, an SEC registered investment adviser (the “**CONSULTANT**”) has been engaged to provide consulting services to (Name of Plan Sponsor) (the “**SPONSOR**”) in connection with the **SPONSOR**’s “participant directed” retirement plan established pursuant to Section 404(c) of Employee Retirement Income Security Act (“ERISA”) (the “**PLAN**”).

2. OVERVIEW

Section 404(c) provides that when an ERISA retirement plan permits a participant or beneficiary to exercise control over assets in his or her account, and the participant or beneficiary in fact exercises control over assets in the account, fiduciaries of the **PLAN** are generally relieved from liability for losses resulting from the participant’s exercise of control.

An ERISA Section 404(c) plan is an “individual account plan” (i.e. a defined contribution plan) that gives participants a right to choose from a “broad range” of investment alternatives (i.e. at least 3 diversified investment choices) so as to afford participants the opportunity to construct for themselves investment portfolios that are suitable for their individual financial situations and investment objectives.

3. DISCLOSURE REQUIREMENTS

In accordance with ERISA requirements, **PLAN** participants must be given information about **PLAN** features and the available investment alternatives that is sufficient to enable participants to make informed investment decisions. The information that must be provided to the **PLAN** participants, to the extent applicable, in accordance with ERISA regulations includes the following:

- (a) an explanation that the **PLAN** is intended to qualify as an ERISA Section 404(c) plan;
- (b) descriptions of the investment alternatives offered;
- (c) the investment objectives of the different investment alternatives and the risk and return characteristics of the investment alternatives;
- (d) the identity of any investment managers that participants may select;
- (e) an explanation of the circumstances under which investment instructions may be given, including applicable restrictions on transfers; and
- (f) copies of mutual fund prospectuses and descriptions of any transaction fees (commissions, sales loads, etc.) charged against participant accounts.

The **SPONSOR** warrants and represents that it will fulfill the Disclosure Requirements to **PLAN** participants as required by ERISA for as long as the **CONSULTANT** provides services under this Agreement. In addition, the **SPONSOR** shall provide each **PLAN** participant, initially upon becoming a participant, and no less than annually thereafter, a copy of the “**Important Disclosure Information**” document attached hereto and made a part hereof as Schedule “A”, which document discusses the limited role for which the **CONSULTANT** has been engaged.

4. PLAN INVESTMENT OPTIONS

CONSULTANT shall provide the **SPONSOR** and the **PLAN** with diversified investment options (which *may* include specific mutual fund asset allocation programs devised by **CONSULTANT** based upon various investment objectives, each of the component mutual funds **are subject to change and/or weighting at the discretion** of the **CONSULTANT**) for **PLAN** participants to choose from. In the event that the **PLAN**’s financial situation or investment objective(s) change, it is the **SPONSOR**’s responsibility to notify the **CONSULTANT** accordingly for the purpose of the **CONSULTANT** reviewing/ evaluating/ revising previous recommendations. The

PLAN maintains absolute discretion as to whether or not to accept any of the **CONSULTANT**'s recommendations. In addition, if requested by the **SPONSOR**, **CONSULTANT** shall provide **PLAN** participants with up to two (2) annual general informational seminars, to include materials which describe the various investment alternatives available under the **PLAN**, information about investing generally, including information about different types of investments, information about different investment allocation strategies, including information about historical returns, and interactive materials designed to help participants identify appropriate investment strategy. In addition, to the extent requested, the **CONSULTANT** shall remain available to provide the related services set forth on the annexed Schedule "B". However, unless specifically subject to a separate written agreement executed by both parties, the **PLAN** acknowledges that **CONSULTANT**'s services shall not include any **PLAN** administration, legal or accounting services.

5. **COMMISSIONS/TRANSACTION FEES**

Commissions and/or transaction fees may be charged by the broker-dealer/custodian designated by the **PLAN** for the purchase and/or sale of certain investment alternatives. In addition, participants shall also incur charges imposed directly at the mutual fund and exchange traded fund levels (i.e. advisory fees and other fund expenses).

6. **CONSULTANT's ANNUAL FEE**

CONSULTANT shall be compensated by the **SPONSOR** and/or from each participant's account for its consulting services, as determined by the **SPONSOR**, in accordance with the fee schedule attached hereto and made a part hereof as Schedule "C", which *may* include, to the extent directed by the **SPONSOR**, the receipt of 12b-1 and/or shareholder servicing fees to offset a portion of **CONSULTANT**'s annual fee. Other than its annual fee as disclosed on Schedule "C", the **CONSULTANT** shall not receive any other compensation in conjunction with its services under this Agreement. In addition to payment of the **CONSULTANT**'s annual fee, the **SPONSOR** shall remain responsible for reimbursement of all travel-related expenses incurred by the **CONSULTANT** for **PLAN**-related travel.

7. **CONFLICTS OF INTEREST**

Other than as may be disclosed on its written disclosure statement (*see* paragraph 18 below), the **CONSULTANT** is not subject to any conflicts of interest in conjunction with the services to be provided under this Agreement.

8. **FIDUCIARY STATUS**

CONSULTANT is a "fiduciary" to the **PLAN** as that term is defined under ERISA. **However**, **CONSULTANT**'s fiduciary duty does not, and will not, extend to a participant's investment decision making process as to how he/she chooses to allocate any portion of his/her **PLAN** assets among any **PLAN** investment alternative, including **CONSULTANT**'s mutual fund investment programs, it being understood that the participant retains all such investment decision making authority and responsibility.

9. **CONSULTANT LIABILITY**

The **CONSULTANT**, acting in good faith, shall not be liable for any action, omission, investment recommendation/decision, or loss in connection with this **Agreement**. **CONSULTANT** shall only be responsible for those assets that the **PLAN** has designated to be the subject of the **CONSULTANT**'s services under this **Agreement** without consideration to any additional assets not so designated by the **SPONSOR**. The **SPONSOR** acknowledges that investments have varying degrees of financial risk, and that **CONSULTANT** shall not be responsible for any adverse financial consequences resulting from any investment that, at the time made, was consistent with the designated investment objectives. The federal securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or

limitation of any specific rights which the **PLAN, SPONSOR**, or any participant may expressly have under any federal securities laws, ERISA, or the Pension Protection Act of 2006.

10. **ARBITRATION**

Subject to the conditions and exceptions noted below, and to the extent not inconsistent with applicable law, in the event of any dispute pertaining to **CONSULTANT's** services under this **Agreement**, both **CONSULTANT** and the **SPONSOR** agree to submit the dispute to arbitration in accordance with the auspices and rules of the American Arbitration Association ("AAA"), provided that the AAA accepts jurisdiction. **CONSULTANT and SPONSOR understand that such arbitration shall be final and binding, and that by agreeing to arbitration, both CONSULTANT and SPONSOR are waiving their respective rights to seek remedies in court, including the right to a jury trial.** **SPONSOR** acknowledges that it has had a reasonable opportunity to review and consider this arbitration provision prior to the execution of this **Agreement**. **SPONSOR** further acknowledges and agrees that in the specific event of non-payment of any portion of **CONSULTANT's** fee pursuant to paragraph 6 of this **Agreement**, **CONSULTANT**, in addition to the aforementioned arbitration remedy, shall be free to pursue all other legal remedies available to it under law, and shall be entitled to reimbursement of reasonable attorneys fees and other costs of collection.

11. **APPLICABLE LAW/VENUE**

This **Agreement** supersedes and replaces, in its entirety, all previous investment advisory agreement(s) between the parties. To the extent not inconsistent with applicable law, this **Agreement** shall be governed by and construed in accordance with the laws of the State of New Jersey. In addition, to the extent not inconsistent with applicable law, the venue (i.e. location) for the resolution of any dispute or controversy between **CONSULTANT** and the **SPONSOR/PLAN** shall be the County of Mercer, State of New Jersey.

12. **AMENDMENTS**

The **CONSULTANT** may amend this **Agreement** upon written notification to the **SPONSOR**. Unless the **SPONSOR** notifies the **CONSULTANT** to the contrary, in writing, the amendment shall become effective thirty (30) days from the date of mailing.

13. **CUSTODIAN**

PLAN investment assets shall be held by an independent custodian, not **CONSULTANT**.

14. **REPORTS**

The independent custodian and/or third party administrator shall provide the **PLAN** and/or its participants with periodic investment reports regarding **PLAN** assets and/or the underlying individual participant accounts.

15. **PRIVACY NOTICE**

The **PLAN** acknowledges prior receipt of the **CONSULTANT's Privacy Notice**.

16. **ASSIGNMENT**

This **Agreement** may not be assigned by either the **PLAN** or the **CONSULTANT** without the prior consent of the other party. The **SPONSOR** acknowledges and agrees that transactions that do not result in a change of actual control or management of the **CONUSLTANT** shall not be considered an assignment.

17. **SEVERABILITY**

Any term or provision of this **Agreement** which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this **Agreement** or affecting the validity or enforceability of any of the terms or provisions of this **Agreement** in any other jurisdiction.

18. **DISCLOSURE STATEMENT**

The **SPONSOR** hereby acknowledges prior receipt of a copy of the Disclosure Statement of the **CONSULTANT** as same is set forth on Part II of Form ADV (Uniform Application for Investment Adviser Registration). **SPONSOR** further acknowledges that it has had a reasonable opportunity (i.e. at least 48 hours) to review said Disclosure Statement, and to discuss the contents of same with professionals of his choosing, prior to the execution of this **Agreement**. If the **SPONSOR** has not received a copy of the **CONSULTANT's** Disclosure Statement at least 48 hours prior to execution of this **Agreement**, the **PLAN** shall have 5 business days from the date of execution of this **Agreement** to terminate **CONSULTANT's** services without penalty.

19. **TERM.**

This **Agreement** may be terminated by either party upon thirty (30) days written notice.

IN WITNESS WHEREOF, the **PLAN** sponsor and **CONSULTANT** have each executed this **Consulting Agreement** on the day, month, and year set forth below. The effective date of the **Agreement** shall be that date on which it is executed by the **CONSULTANT**.

For the **PLAN** sponsor:
XYZ Company

_____ Date: _____

KUBHERA ENTERPRISES, LLC

By: _____ Date: _____