

J) Sample Contract

We are including a sample contract for your review. Some of our client relationships are formalized with this agreement, or a very similar document. Other clients have their own standard contracts that have served as a starting point for negotiating the terms of our consulting engagement. We are generally flexible although there are some contract terms that we are not able to agree to (e.g., re-procurement fees).

October 2, 2009

Ms. Jane Smith
Retirement Team Lead
Organization Name
Organization Address

Dear Jane:

THIS LETTER OF AGREEMENT ("AGREEMENT") CONFIRMS THE TERMS UNDER WHICH CLIENT ("CLIENT") HAS ENGAGED BUCK CONSULTANTS, LLC ("BUCK") TO PERFORM CERTAIN INVESTMENT ADVISOR CONSULTATION SERVICES AS DESCRIBED IN THIS LETTER. THE CONTRACTUAL TERMS UNDER WHICH BUCK AND CLIENT ARE UNDERTAKING THIS ENGAGEMENT ARE AS FOLLOWS:

1. The Services. In consideration for, and subject to, the mutual undertakings set forth herein, Buck agrees to provide the Services described in Exhibit A to this Agreement.
2. Client Information. To enable us to perform the Services, Client will promptly provide Buck with such direction, materials, information, and access to its representatives as Buck reasonably requests. Please note that Buck does not take responsibility for verifying the accuracy or completeness of information supplied to us by Client's representatives. If Buck receives inaccurate, incomplete, or improperly formatted information, any additional time and expense required to correct the information will be billed to Client as additional Services.
3. Investment Advisers Act; ERISA. Buck is registered as an investment adviser under the Investment Advisers Act of 1940 and will remain registered as such during the term of this Agreement. Buck's SEC Form ADV, Part II is attached to this Agreement as Exhibit B. Client may terminate this Agreement within five (5) days of execution with no penalty. Buck may not assign its rights or delegate its duties under this Agreement without the

written consent of Client. Buck acknowledges that it is a fiduciary under the Employee Retirement Income Security Act (ERISA) in the event that it gives advice with respect to a plan subject to ERISA.

4. Term and Termination. The initial term of this Agreement will be 12 months beginning September 1, 2009 and ending August 31, 2010, and will be automatically renewed. This Agreement may be terminated by Client at any time upon written notice to Buck, provided that Client will be responsible for all fees and expenses incurred before such termination. This Agreement may be terminated by Buck upon a material breach of the Agreement by Client (including without limitation failure to pay all fees and expenses when due) which has not been cured within thirty (30) days following its receipt of written notice of such breach.
5. Fees and Expenses, Invoicing and Payment. For and during the term of this Agreement, Client will pay Buck subject to the payment terms set forth therein. Buck will invoice Client on a monthly basis for all fees and expenses due and payable by Client. Fees may be charged on a time and expense basis or an agreed upon project quoted fee. Client shall pay all invoiced amounts within thirty (30) days of the receipt by Client of Buck's invoice. Any amount not paid by Client when due shall bear interest at the rate of one percent (1%) per month or the highest permissible rate under applicable law, whichever is less, until paid.
6. Confidentiality. Both Buck and Client recognize that in the course of this Agreement, information will be exchanged consisting of confidential trade secret or business information ("Confidential Information"). Each party shall treat the other party's Confidential Information as it would treat its own confidential trade secret or business information.
7. Independent Contractor. All of the Services provided by Buck will be rendered in its capacity as an independent contractor. None of the terms set forth in this Agreement will be interpreted to create any agency, master-servant, employment, or any other relationship between Client and Buck. Buck does not accept any trust responsibilities in connection with the performance of the Services.
8. Complete Agreement; Governing Law; Compliance with Laws; No Assignment Amendment. This writing contains the entire agreement of the parties with respect to the matters dealt with herein, supercedes all previous agreements between the parties with respect to the matters dealt with herein, and there are no promises, understandings, or agreements of any kind pertaining to this Agreement other than

stated herein. This Agreement will be construed and enforced in accordance with the laws of the State of New York. The parties agree to comply with all provisions of law applicable to this Agreement and the Services to be performed hereunder and with all applicable rules, regulations, orders, and directives of all governmental bodies having jurisdiction. Neither Client nor Buck may voluntarily or involuntarily assign its rights or delegate its duties under this Agreement to any person without the prior written consent of the other. This Agreement may be amended only by a writing signed by the parties hereto.

Sincerely,

<Buck's Representative>

The Agreement set forth herein is
hereby agreed to and accepted this _____
day of _____, _____.

Jane Smith _____

Client Name