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| **Intelligent 401k** |  | **Retirement Plan**  **Assistance Agreement** | |  |
| **Agreement** |  | This Retirement Plan Assistance Agreement (“**Agreement**”) is made between Intelligent 401k, LLC (“**Intelligent 401k**,” “**we**” or “**us**”) and the “Client” identified on the signature page (“**Client**,” “**you**” or “**yours**”). This Agreement is effective as of the date the Client executes it and on which we accept it either in writing or through our website (Intelligent401k.com, the “**Platform**”). In consideration of the mutual covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and we agree as follows: | | |
| **Client Information** |  | You agree to promptly inform us—through direct notice or via the Platform—if the information you provide us, including your investment objectives, goals, risk tolerance, other personal and financial circumstances, time horizon and investment experience (collectively, the “**Client Information**”) becomes inaccurate. You may change your Client Information from time to time, and you should update your Client Information whenever your circumstances or goals change—those changes will lead to changes in our recommendations and will impact account performance. | | |
| **Engagement & Scope of Authority** |  | You engage us, based solely on your Client Information (and not on any in-person meeting or direct communication between you and us except as described below under our Premium Plan) to provide you with advice respecting your assets (the “**Plan Assets**”) in one (or both) of the two following types of retirement plans (each, a “**Plan**”) (please select one or both): | | |
| «employerplan» | one or more retirement plans sponsored by your current or former employer and in which you are a participant that you identify on the signature page of this Agreement (“**Employer Plan(s)**”) | |
| «ira» | one or more individual retirement accounts that you identify on the signature page of this Agreement (“**IRA(s)**”). | |
| You engage us to advise your Plan(s) according to the following service plan (please select one): | | |
| «basicplan» | **Basic Plan:** under our Basic Plan, we will provide you with recommendations on how you should allocate your Plan Assets among the investment choices available under the Employer Plan(s) (the “**Plan Investments**”) and / or provide you with recommendations of investments for your IRA(s) (the “**IRA Investments**,” together with the Plan Investments, the “**Investments**”). Under our Basic Plan, you will solely retain the authority to select your Investments and we will have no ability to make any selections.  *Our fee:* The fee for this plan is $9 per month (or $88 annually) for a single Plan account—it may not be used for multiple Plan accounts. | |
| «signatureplan» | **Signature Plan:** under our Signature Plan, you grant us the discretion to allocate your Plan Assets among the Plan Investments, and / or IRA Investments, without any further confirmation from you.  *Our fee:* The fee for this plan is $12 per month ($120 annually) and covers up to three Plan accounts, plus $6 per month ($72 annually) for each additional account. | |
| «preminumplan» | **Premium Plan:** under our Premium Plan, you grant us the discretion to allocate your Plan Assets among the Plan Investments, and / or IRA Investments, without any further confirmation from you. We will also be available to discuss with you (either via telephone or chat through the Platform) your allocation among the Investments.  *Our fee:* The fee for this plan is $24 per month ($230 annually) for an unlimited number of accounts. | |
| Under all of our service plans, you will always retain the ability to allocate your Plan Assets among the Plan Investments directly as permitted by the Plan, you agree that you will be solely responsible for any Investment selection you make, or for altering any Investment selection we make on your behalf under our Signature Plan or our Premium Plan, and you further agree that we will not have any authority to buy or sell Plan Investments directly for your Employer Plan account. We will not have any authority respecting any of your assets that are not Plan Assets, and we will not have any authority to access any of your assets—in the Plan Assets or otherwise—except to make Investment decisions on your behalf if you select either our Signature Plan or our Premium Plan. | | |
| **Fee Payments** |  | By signature of this Agreement, you authorize the payment method you have provided us on the Platform to pay the fee on the effective date of this Agreement and then continuing on a monthly basis (or annually if you have selected that payment option), which authorization will continue until you notify us or the payment method, or until this Agreement is terminated. Our fee does not cover any services provided to you, any Plan participant or your IRA by others, such as custodial, brokerage and other services, or fees charged by or to Investments, such as charges imposed by a mutual fund, index fund or ETF, fees imposed by variable annuity providers, certain deferred sales charges, odd-lot differentials, transfer taxes, and wire transfer and electronic fund fees.  In the event either party engages an attorney and/or institutes legal action to collect any amounts owed under this Agreement, the prevailing party will receive its reasonable attorney’s fees and costs. | | |
| **Custodial & Brokerage Services Generally** |  | We do not maintain custody of your funds or securities, nor (regardless of which Service Plan you select), are we authorized to hold or receive any stock, bond or other security or investment certificate or cash that is part of the Plan Assets. The terms of your Employer Plan govern which parties provide the Employer Plan with custodial and brokerage services, and (if applicable) you have separately determined which custodian and / or broker to use for your IRA; therefore, we will have no responsibility for any action or inaction by any custodian, broker, or any other service provider to the Plan.  You agree to diligently support our efforts to arrange for one or more electronic connections to your custodian’s recordkeeping systems including, where available, both access to the custodian’s external manager portal as well as an information link or data feed between our portfolio accounting system and your custodian. | | |
| **IRA Custodial Matters** |  | If you are engaging us to provide advice for your IRA(s), you (a) understand that if you instruct us to execute any Premium Plan or Signature Plan transactions through your custodian(s), you may not necessarily obtain commission rates and execution as favorable as those that would be obtained if we were able to place transactions with other broker-dealers; (b) represent that the custodian(s) is(are) capable of providing best execution for the IRA’s brokerage transactions, the commission rates that Client negotiated are reasonable in relation to the brokerage and other services received by the IRA(s), and Client will monitor the services provided by the custodian to assure that the IRA(s) continue(s) to receive best execution and pay reasonable commissions. | | |
| **Confidentiality** |  | Except as otherwise agreed in writing or as permitted or required by law, we will exercise diligence and care with respect to keeping confidential all of your information. However, by signing the Agreement, you authorize us to give a copy of this Agreement to any party to a transaction for the Plan Assets as evidence of any authority you have granted us to act on your behalf. In addition, you grant us authority to discuss, disclose, and provide your confidential information to outside service providers, attorneys, auditors, consultants and any other professional advisors retained by us to assist in the performance of this Agreement. | | |
| **Basis of Advice** |  | You acknowledge that we obtain information from a wide variety of publicly-available sources and that we have no sources, nor do we claim to have sources, of inside or private information. Our advice to you about Investment allocation is based upon the operation of our algorithms. Results of those operations cannot be guaranteed. You retain at all times the right to modify your Plan Assets’ allocation among Investments. | | |
| **Termination** |  | This Agreement may be cancelled at any time, for any reason by either party with written and/or electronic notification. Termination of this Agreement will not affect your obligation to pay our fees for the period prior to termination. Upon the termination of the Agreement, we will not recommend or take any action with regard to the Plan Investments. Without limiting the generality of the foregoing, the provisions of the following sections of this Agreement will survive any termination: “Acknowledgements,” “Employer Plan Matters,” “IRA Matters,” “Liability & Indemnification” and “Miscellaneous.” | | |
| **Proxies;**  **Class Actions** |  | You or each Plan’s fiduciaries retain the right and obligation to vote any proxies relating to Investments. We will not take any action or render any advice with respect to the voting of proxies solicited by, or with respect to, the issuers of any Investments. We accept no obligation to determine if Investments are subject to a pending or resolved class action lawsuit, nor do we have any duty to evaluate your eligibility or to submit a claim to participate in the proceeds of a securities class action settlement or verdict. Similarly, we accept no obligation or responsibility to initiate litigation to recover damages on your behalf if you have been injured by the actions, misconduct, or negligence by corporate management of issuers of Investments. If we receive written or electronic notice of a class action lawsuit, settlement, or verdict affecting Investments, we will forward all notices, proof of claim forms, and other materials to you. | | |
| **Employer Plan Matters** |  | You acknowledge that, to the extent we are a “fiduciary” within the meaning of section 3(21) or 3(38) under the Employee Retirement Income Security Act of 1974 (“**ERISA**”) respecting the Plan Assets of any Employer Plans: (a) we will act solely in the interests of the Client and Client’s beneficiaries, act with the care, skill, prudence, and diligence that a prudent man would use in the same situation, and act according to the terms of the Employer Plan documents, to the extent the documents are consistent with ERISA and have been provided to us; (b) you agree that if any amendment to any Employer Plan affects our rights or obligations, such amendment will be binding on us only when agreed to by us in writing; (c) you understand that the investment options in any Employer Plans are limited by the terms of each Employer Plan, and therefore our ability to make recommendations respecting such Plan Assets is correspondingly limited; (d) you understand that each Employer Plan sponsor or its delegees—and not Intelligent 401k—is responsible for the Employer Plan Investment options and that we do not act as the Employer Plan administrator, recordkeeper, investment adviser, custodian or broker, nor are we responsible for engaging any such parties; (e) you represent to us that you have not engaged in any “prohibited transaction” under ERISA with respect to your engagement of us or entering into this Agreement; and (f) you understand that we will have no responsibility for the diversification of all of any Employer Plan’s investments, and that we will have no duty, responsibility or liability for your assets that are not in the Plan Assets. | | |
| **IRA Matters** |  | This section applies to IRAs. If the Client engages us for any IRA accounts, Client understands and represents to Intelligent401k that: (a) the Internal Revenue Code of 1986, as amended (the “**Code**”) prohibits certain types of investments by the IRA; (b) neither Client, his/her spouse, nor any beneficiary may assign the account with us, or use it, or any portion of it, as security for a loan or borrow from it, and neither Client nor any other person or institution that is acting as Client’s agent or is otherwise acting on Client’s behalf may engage in any prohibited transaction, within the meaning of Code §4975 respecting the account with us, and the foregoing representation by Client will not apply to any actions taken by us; (c) certain Investments may generate unrelated business taxable income, which Client must monitor, as it may be taxable to Client for a given tax year, and in which case Client must make filings with the Internal Revenue Service; (d) certain Investments charge redemption fees or sales charges, and these fees and charges may negatively impact the IRA’s investment performance; (e) we have no duty to determine whether your contributions or distributions from the IRA(s) comply with the Code or regulations adopted thereunder; and (f) we do not guarantee that the IRA(s) will not lose money or depreciate. | | |
| **Liability & Indemnification** |  | Neither Intelligent 401k nor its delegees will be liable for any loss, liability or taxes resulting from any act or omission of such parties in their exercise of the powers vested under the terms of this Agreement that do not result from any such party’s bad faith or willful misconduct. We will not be liable for any act or failure to act by any Employer Plan, its sponsor, any IRA’s or any Employer Plan’s service providers, or any other third party. Client agrees to indemnify and hold Intelligent 401k and its delegees harmless from and to reimburse such parties for any expenses and liabilities incurred by them while acting in accordance with the terms of this Agreement and which do not result from their bad faith or willful misconduct.  Notwithstanding the foregoing, you understand that the persons protected from liability as described above may owe certain duties to you under the Investment Advisers Act of 1940 (the “**Advisers Act**”), ERISA or other federal or state statutes, or rules or regulations thereunder, or the rules or regulations of self-regulatory organizations, the breach of which may confer upon you certain rights of action against those persons even if such breach did not involve a violation of the standards of care set forth above. Accordingly, those standards are not intended to constitute or be considered as a waiver or limitation of any such rights of action available to you. | | |
| **Other Clients** |  | You understand and agree that we provide investment advisory and other services for various other clients. You further understand that we and our affiliates may take investment action on behalf of such other clients, or for Intelligent 401k and/or its employees’ own accounts that differ from any investment action taken on your behalf. | | |
| **Reports** |  | The custodian(s) of the Employer Plan(s) or IRA(s) (as applicable) will be responsible for sending confirmations of each transaction executed for your Plan Assets and for any reports concerning your Plan Assets. | | |
| **Receipt of Disclosures** |  | You acknowledge that you have received and reviewed, before entering into this Agreement, a copy of our Form ADV Part 2A, the Form ADV Part 2B of any of our personnel acting as our investment adviser representative respecting your account, our Form ADV Part 3 (our Form CRS), and our privacy notice (collectively, the “**Disclosures**”). The Disclosures are attached to this Agreement. | | |
| **Acknowledgements** |  | *Investment risk:* You recognize that there may be loss or depreciation of the value of any Investment due to the fluctuation of market values, and accordingly the value of Investments and your Plan Asset value will change, and may decrease. You represent that we have not made any guarantee, either oral or written, that your investment objective will be achieved or that the value of any of your Plan Assets will not decline.  *Taxable distributions:* You understand some Investments may distribute unwanted, taxable income in the form of interest, dividends, short-term capital gains and long-term capital gains. We will not assess the tax impact of your holding any particular Investment, nor take into account your particular tax situation when recommending an allocation of your Plan Assets among Investments.  *Redemptions:* You understand when you or we (if you so authorize us) re-allocate your Plan Assets among Investments, you may redeem shares or liquidate Investments, and you may receive less than you paid since the Investments are not deposits.  *Platform Limitations:* The advice that we provide under the Platform utilizes our proprietary algorithmic software (the “**Algorithms**”). You acknowledge that (a) our Algorithms use the Client Information you provide us, use financial markets research, and perform statistical analysis to generate recommendations for your Plan Assets within a limited universe of possible Investments; (b) our advice is based on objective statistical analysis and does not typically reflect subjective judgment, or daily market conditions, or any prolonged changes in market behavior that represent a significant departure from the past; (c) in certain stressed market conditions, we may halt generating new recommendations until the market conditions stabilize in our judgment; (d) our investment advisory personnel monitor our Algorithms but may not monitor your Plan Assets individually, but under certain circumstances, our investment professionals may review your Plan Assets if the Algorithms generate an exception that prevent them from generating meaningful recommendations; (e) our recommendations are done through automation, meaning their ability to achieve their stated objectives is necessarily limited and subject to the Algorithms’ design; and (f) changes you or we make to your Investments (including withdrawals, re-allocations or deposits) will necessarily alter the outcomes of your Investments, which outcomes may not be desirable. | | |
| **Notice &**  **Electronic Delivery** |  | All notices or other communications required to be given to us must be sent to [\_«noticedeliveryaddress»\_], or to such other address or facsimile number as we may designate from time to time to you. All notices or communications will be deemed to have been given when received by the party to whom it was sent. Periodically we provide information to clients electronically through sources such as email, secure email and web portals. We intend to send you electronically via email or publish to our Platform our Disclosures and other communications. Please notify us immediately if you change your email address and be sure all emails from the domain “@intelligent401k.com” are listed in your “safe senders” list in any spam filters you may use.  We will default to electronic delivery of all documents, and you consent to receive from us any correspondence, documents, notices or other communications we provide under applicable law or otherwise as contemplated in this Agreement. By providing such consent, you further agree and acknowledge that:  ● You authorize us to deliver any notices required under this Agreement, or any type of document relating to your account with us (including our Disclosures), instead of paper copies, either by email to the email address you provide, or by referring you to the Platform.  ● You have access to a computer with the means to access such documents (including PDF software, available free of charge at Adobe’s website www.adobe.com), and that you may incur costs accessing or printing the documents (e.g. online provider fees and printing costs). We are not liable for these costs or any computer problems (including viruses) you incur in accessing the documents.  ● The term of this consent is indefinite, but you may revoke this authorization at any time by written notice. You may also, without revoking this authorization, request from us a paper copy of any document that we deliver electronically under this authorization, and we will provide you with a paper copy of such requested document.  ● Any request you make to receive written documents we deliver electronically under this authorization will not be deemed to be revocation of your consent to receive documents electronically.  ● You agree to notify us at the address above immediately if you have any reason to believe your email address or account may have been compromised or damaged by any third party.  ● You agree that in no event will we or any of our affiliates be responsible in any manner for any losses or damages caused by any unauthorized use of your email address, email account or instructions received by such parties from your email address or account. | | |
| **Miscellaneous** |  | *Assignment:* This Agreement may not be assigned by either party without the prior consent of the other. For purposes of the foregoing, the term “assignment” has the meaning given to it in the Advisers Act and interpretations thereof. You agree that your consent of an assignment of this Agreement by Intelligent 401k may be deemed to be given by your failure to object to a notice from us informing you of a proposed assignment with 45 days of your receipt of such notice.  *Entire agreement; amendment:*The laws of the State of Arizona (exclusive of that state’s conflicts of laws provisions) will govern this Agreement and its enforcement. This Agreement, along with any exhibits and attachments, constitutes the entire agreement between Intelligent 401k and the Client with respect to the subject matter hereof and supersedes any prior agreement with respect to the subject matter of this Agreement including any agreement Client may unilaterally accept or agree to through the Platform which is not expressly accepted or agreed to by Intelligent 401k. It may be amended only by a written agreement signed by the Client and by an Intelligent 401k officer, or as otherwise modified on the Platform and accepted by Intelligent 401k.  *Venue:* The venue for any judicial proceeding arising under this Agreement will be [\_«county»\_] county, Arizona.  *Severability:* Any provision of this Agreement which is determined to be invalid, void or illegal, shall in no way affect, impair or invalidate any other provision and all other provisions shall remain in full force and effect.  *Counterparts:*  This Agreement may be executed in two or more counterparts through the Platform, and it is not necessary that signatures of all parties appear on the same counterpart, but such counterparts together will constitute a single binding agreement between and among all parties hereto.  Counterparts may be executed by hand or by any electronic signature complying with the U.S. federal ESIGN Act of 2000 (the “**ESIGN Act**”).  Executed counterparts may be delivered via facsimile, electronic mail or other similar transmission method, including through the Platform, and any executed counterpart so delivered shall be valid and effective for all purposes.  No party may raise the use of any electronic signature that complies with the ESIGN Act (including [www.docusign.com](http://www.docusign.com/)), or the use of a facsimile machine, electronic mail or other similar transmission method as a means to deliver a signature to this Agreement or any amendment hereto as a defense to the formation or enforceability of a contract and each party forever waives any such defense.  *Consent To Conduct Business Electronically:*  The parties may use and rely upon electronic records and electronic signatures (a) for execution and delivery of this Agreement and any other agreement, understandings, notices, disclosures or other documents, communications or information of any type sent or received in accordance with this Agreement and (b) in providing their obligations or exercising rights under this Agreement. | | |

[Signature page follows.]

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed through the Platform as of the dates indicated thereon.

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| **Client Name:**  «clientname»  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |
| **Authorized Signature:** «signature»  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Date:** «date» **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Address:**  «address»  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Email Address:** «email»  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
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| **Employer Plan Information** | **IRA Information** |
| **Employer Plan #1** | **IRA #1** |
| Plan Name: «employerplan1»  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | IRA Custodian: «iracustodian1»  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Plan Sponsor: «plan1sponsor»  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | IRA Account Number: «iraaccno1»    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Custodian: «plan1custodian»  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| **Employer Plan #2** | **IRA #2** |
| Plan Name: «employerplan2»  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | IRA Custodian: «iracustodian2»  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Plan Sponsor: «plan2sponsor»  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | IRA Account Number: «iraaccno2»  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Custodian: «plan2custodian»  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
|  | **IRA #3** |
|  | IRA Custodian: «iracustodian3»  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | IRA Account Number: «iraaccno3»  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | **IRA #4** |
|  | IRA Custodian:«iracustodian4»  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | IRA Account Number: «iraaccno4»  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Intelligent 401k, LLC**

By: «by»

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: «name»

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Title: «title»

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Date: «date»

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**Form ADV Part 2A**

**Forms ADV Part 2B**

**Form ADV Part 3 (Form CRS)**

**Privacy Notice**