RETIREMENT PLAN CONSULTING AGREEMENT

This Retirement Plan Consulting Agreement ("Agreement") is entered into as of_____ ("Effective Date") by and between _____ ("Plan Sponsor") , the sponsor of _____ (the "Plan"), whose mailing address is _____ and email address is _____ and Regent Peak Wealth Advisors, LLC, a registered investment adviser, whose mailing address is ~~600~~ 200 Galleria Parkway, SE Suite ~~850~~1175, Atlanta, GA 30339 ("Adviser"). Client and Adviser are collectively referred to herein as the "parties".

The parties agree as follows:

1. **Fiduciary Authority.**

The Plan Sponsor, as the responsible plan fiduciary for the Plan (that is, the fiduciary with authority to cause the Plan to enter into this Agreement), engages Adviser to provide the services described in this Agreement. The Plan is a participant-directed plan and the Plan Sponsor has the authority to designate investment alternatives under the Plan and the related trust, and to enter into an agreement with third parties to assist in these and related duties.

2. **Consulting Services.**

Adviser will provide Plan Sponsor with the specific retirement plan consulting services described in the attached Exhibit A (the "Consulting Services"). Adviser's recommendations may be implemented, at Plan Sponsor's sole discretion, with the professional advisors of Plan Sponsor's choosing (such as brokers, accountants, attorneys, etc.). Plan Sponsor acknowledges that Adviser has no responsibility to provide any services related to the following types of assets: employer securities; real estate (except for real estate funds and publicly traded REITs); life insurance, stock brokerage accounts or mutual fund windows; participant loans; non-publicly traded partnership interests; other non-publicly traded securities or property (other than collective trusts and similar vehicles); or other hard-to-value or illiquid securities or property (collectively, "Excluded Assets"). If Plan Sponsor acquires any investment in the Plan that was not recommended by Adviser, Adviser has no responsibility to provide any services related to that investment (or that otherwise takes into account that investment) and the investment will be considered an Excluded Asset. The Excluded Assets shall be disregarded in determining the fees payable to Adviser under this Agreement, and the fees shall be calculated only on the remaining assets (the "Included Assets"). All references in this Agreement to the Plan assets shall be construed as a reference to the Included Assets. Unless otherwise stated in Exhibit A, the Consulting Services provided under this Agreement do not include investment supervisory or investment management services and Plan Sponsor acknowledges that Adviser's role will be that of a facilitator between Plan Sponsor and its designated professional advisors. To the extent required by law, Adviser agrees to perform certain of these services, as identified on Exhibit A, as a fiduciary pursuant to Section 3(21)(A)(ii) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). In this capacity, Adviser will act in good faith and with the degree of diligence, care and skill that a prudent person rendering similar services would exercise under similar circumstances, in accordance with the prudent man rule set forth in Section 404(a)(1)(B) of ERISA. In performing the non-fiduciary services, as identified on Exhibit A, Adviser is not acting as a fiduciary of the Plan as defined in ERISA.

3. Scope of Engagement.

Plan Sponsor agrees to provide Adviser with any information and/or documentation Adviser may reasonably request in furtherance of this Agreement, and to promptly notify Adviser in writing of any material change in the financial and other information provided to Adviser, and to provide any such additional information as may be reasonably requested by Adviser. Plan Sponsor acknowledges that Adviser cannot adequately perform the Consulting Services unless Plan Sponsor diligently pursues its responsibilities under the Agreement in a timely manner. Adviser is not required to verify any information obtained from Plan Sponsor, its attorney, accountant or other professionals, and is expressly authorized to rely thereon. All such professionals are hereby given permission by Plan Sponsor to provide Adviser with the information Adviser may need. Plan Sponsor is free at all times to accept or reject Adviser's recommendations, and Plan Sponsor acknowledges that it has the sole authority with regard to implementation, acceptance or rejection of any recommendation or advice from Adviser. Plan Sponsor is responsible for engaging other service providers on behalf of the Plan, as Adviser will not serve as the Plan custodian, recordkeeper, trustee, or administrator as defined by Section 3(16) of ERISA. In providing the Consulting Services, Adviser will have no discretion over the investment of Plan assets or to interpret the Plan documents, to determine eligibility or participation under the Plan, or to take any other action with respect to the management, administration or any other aspect of the Plan. Adviser will not be responsible for voting (or recommending how to vote) proxies of the mutual fund shares held by the Plan (or its trust). Responsibility for voting proxies of investments held by the Plan or its trust remain with Plan Sponsor (or, if applicable, the Plan participants).

4. Consulting Fees.

Adviser will provide the Consulting Services for the fee set forth on Exhibit B (the "Consulting Fee"). Other than the Consulting Fee, Adviser does not reasonably expect to receive any other compensation, direct or indirect, for the services provided under this Agreement. If Adviser receives any other compensation for such services, Adviser will (i) offset that compensation against the Consulting Fee, and/or (ii) disclose to Plan Sponsor the amount of such compensation, the services rendered for such compensation, and the payer of such compensation. The Plan is obligated to pay the Consulting Fee. However, the Plan Sponsor, at its option, may choose to pay the Consulting Fee. Plan Sponsor represents that it has determined the Consulting Fee charged by Adviser is reasonable and, if paid out of Plan assets, is a proper obligation of the Plan. In addition to the Consulting Fee, Plan Sponsor may also incur certain charges imposed by unaffiliated third parties. These charges may include, but are not limited to, brokerage commissions, mark-ups and mark-downs on fixed-income transactions, other transaction costs and expenses, fees of independent third-party managers, fees and expenses charged by mutual funds and exchange traded funds (including, without limitation, transaction costs, 12b-1 fees, and sales charges), fees imposed by variable annuity providers, margin costs (if applicable), account maintenance fees, odd-lot differentials, transfer taxes, and wire transfer and electronic fund fees. Adviser does not receive any portion of the fees charged by unaffiliated third parties.

5. Risk Acknowledgement and Advisor Liability.

Adviser's recommendations are based upon its professional judgment and Adviser does not guarantee the results of its recommendations. Adviser's investment recommendations are subject to various market, currency, economic, political and business risks. Investment decisions will not always be profitable. Except as otherwise provided by law, Adviser is not liable for ~~(i) any Losses (as defined below) arising from any investment decision made or other action taken or omitted in good faith by Adviser with the degree of care, skill, prudence, and~~

~~diligence that a person acting in a fiduciary capacity would use under the circumstances;~~ (~~i~~i) any Losses (defined below) arising from adhering to Plan Sponsor's written or oral instructions; or (iii) any act or failure to act by a custodian, broker-dealer, administrator, record-keeper, or any other third-party service provider to the Plan. Adviser does not provide tax or legal advice and Plan Sponsor agrees to seek the advice of its own tax and/or legal counsel for all matters concerning the Plan. Nothing in this Agreement will waive or limit any rights that Plan Sponsor may have under federal and state securities laws.

6. Indemnification.

To the fullest extent permitted by law, Plan Sponsor will defend, indemnify and, hold Adviser and its members, principals, officers, employees, agents, representatives, and affiliates ("Affiliates") harmless from all obligations, costs, fees, losses, liabilities, claims, judgments, actions, damages, and expenses, including but not limited to attorneys' fees, expenses, and court costs ("Losses") paid, suffered, incurred, or sustained by Adviser or its Affiliates arising out of or in connection with (a) any misrepresentations or omissions made by Plan Sponsor in this Agreement; (b) any inaccuracies in the information that Plan Sponsor provides to Adviser, or any instructions that Plan Sponsor provides to Adviser in connection with Plan Sponsor's Assets; ~~(c) any act or omission of the Adviser or any of its Affiliates in performing the Services hereunder; provided that Adviser has not acted with gross negligence, willful misconduct, or bad faith;~~ and (c) any act or omission of any professionals or service providers recommended to the Plan Sponsor by Adviser, including, without limitation, any broker-dealer and/or custodian, attorney, accountant, insurance agent, or any other professional; provided that Adviser exercised reasonable care in recommending such professional or service provider to the Plan Sponsor.

7. Non-Exclusivity.

Plan Sponsor acknowledges that the Consulting Services provided to it under this Agreement are non-exclusive and will be offered on a continuing basis to others. Advice given to Plan Sponsor may differ from that provided to other clients.

8. Authority.

Each party signing this agreement on behalf of the Plan represents that it is a Responsible Plan Fiduciary for: (i) the control and/or management of the assets of the Plan, and (ii) the selection and monitoring of service providers for the Plan, in accordance with the requirements of ERISA. Adviser is entitled to rely upon this statement until notified in writing to the contrary. The Responsible Plan Fiduciary represents that it has the full legal power and authority to cause the Plan Sponsor to enter into this Agreement and that the terms of this Agreement do not violate any obligation or duty to which Plan Sponsor is subject or bound, whether arising out of contract, operation of law, or otherwise. This Agreement has been duly authorized by appropriate entity action and, when executed and delivered, will be valid and binding in accordance with its terms. Upon request, Plan Sponsor agrees to promptly deliver a corporate resolution or other action authorizing this Agreement. If this Agreement is entered into by more than one Responsible Plan Fiduciary, Adviser is hereby authorized to rely upon instructions and/or information Adviser receives from either party and/or its agents, unless and until such reliance is revoked in writing to Adviser. Adviser is not liable for any Losses resulting from such reliance and/or from any change in a party's authorized status. Upon execution of this Agreement, Plan Sponsor agrees to provide Adviser with a list of any persons or entities which are considered to be "disqualified persons," as defined in Section 4975 of the Internal Revenue Code, or a "party in interest," as defined in Section 3(14) of ERISA.

9. Receipt of Disclosures.

Adviser has provided Plan Sponsor with, and Plan Sponsor acknowledges receipt of, the following: (i) Adviser's Privacy Policy Notice; (ii) Adviser's Disclosure Brochure and Brochure Supplement(s), which exist as Form ADV Parts 2A and 2B, respectively; and (iii) a written description of Adviser's services, compensation and fiduciary status, either included as part of this Agreement or set forth in a separate document, as required by Section 408(b)(2) of ERISA.

10. Terms of Agreement and Termination.

This Agreement may be modified by Adviser in the manner set forth herein and consistent with the procedure described in Department of Labor Advisory Opinion 97-16A. Adviser may propose to modify this Agreement by giving Plan Sponsor reasonable advance notice of the proposed changes. This notice will: (i) explain the proposed modification; (ii) fully disclose any resulting changes; (iii) identify the effective date of the change; (iv) explain Plan Sponsor's right to reject the change or terminate this Agreement; and (v) state that pursuant to the provisions of this Agreement if Plan Sponsor fails to object to the proposed change before the date of which the change becomes effective, Plan Sponsor will be deemed to have consented to the proposed change. If Plan Sponsor objects to any change to this Agreement proposed by Adviser, Adviser will not be authorized to make the proposed changes. In this situation, Plan Sponsor will have an additional sixty (60) days from the proposed effective date to engage a new service provider. If at the end of such additional sixty (60) day period, the parties have not reached an agreement on the proposed changes, this Agreement will automatically terminate. This Agreement will continue indefinitely unless terminated in writing as provided below. This Agreement may be terminated at any time upon receipt of written notice to terminate given by either party to the other. Termination of this Agreement will not affect (a) the validity of any action previously taken under this Agreement; (b) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (c) Plan Sponsor's obligation to pay Adviser fees that have already been earned under this Agreement. If Plan Sponsor terminates this Agreement, Adviser will promptly repay Plan Sponsor any unearned portion of the Consulting Fee and Plan Sponsor will promptly pay Adviser any unpaid but earned Consulting Fee, as appropriate.

11. Notices.

All notices in connection with this Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefor, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 7).

12. Assignment.

This Agreement is not assignable by either party without prior written consent of the other party. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any other third party.

13. Governing Law.

[This Agreement shall be deemed to have been made in the State of Georgia and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Georgia without regard to conflict of laws rules applied in the State of Georgia. The parties hereto hereby consent to personal jurisdiction and venue exclusively in Cobb County in the State of Georgia with respect to any action or proceeding (including, without limitation, all pretrial proceedings and party depositions) brought with respect to

this Agreement] **OR**

[Any dispute arising under or relating to this Agreement shall be submitted to binding arbitration in Cobb County in the State of Georgia pursuant to the rules for commercial arbitrations of the American Arbitration Association. Any arbitration award shall include an award of reasonable legal fees and costs to the prevailing party. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Notwithstanding the above, any action for injunctive relief shall be commenced in any court of competent jurisdiction located in Cobb County in the State of Georgia. The prevailing party in any such action for injunctive relief shall be entitled to an award of its reasonable legal fees and costs.]

14. Entire Agreement; Amendment.

This Agreement contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver or amendment of any of the provisions of this Agreement shall be effective unless made in compliance with Section 10 above.

15. Waivers.

No waiver of any breach of any terms of this Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

16. Severability.

If any provision or portion of this Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

17. Section Headings.

Section headings are for the guidance of the reader only and shall be of no effect in construing the contents of the respective Sections.

18. Further Actions.

Each of the parties hereto shall cooperate and take such actions, and execute such other documents, at the execution hereof or subsequently, as may be reasonably requested by the others in order to carry out the provisions and purposes of this Agreement.

19. Counterparts.

This Agreement may be executed in counterpart copies, each of which shall be deemed an original. Facsimile and PDF signatures shall have the same force and effect as originals.

20. Sophistication of Parties.

Each of the parties (a) is sophisticated in negotiating business transactions, (b) is, or has had the opportunity to be and has elected not to be, represented by counsel, (c) has reviewed each of the provisions in this Agreement carefully and (d) has negotiated or has had full opportunity to negotiate the terms of this Agreement, specifically including, but not limited to, Section 14 above.

IN WITNESS WHEREOF, the Client and Adviser have each executed this Agreement as of the Effective Date.

<<PLAN SPONSOR>>, SPONSOR OF THE <<PLAN>>

By: <<Authorized Signatory>>, Responsible Plan Fiduciary	Date
By: <<Authorized Signatory>>, Responsible Plan Fiduciary	Date

REGENT PEAK WEALTH ADVISORS

By: <<Authorized Signatory>>, Title	Date

Exhibit A

Description of Consulting Services

Adviser will provide the following Consulting Services in accordance with the Retirement Plan Consulting Agreement to which this Exhibit A is attached:

ERISA Fiduciary Services

Investment Policy Statement. Adviser will consult with Plan Sponsor to determine the Plan's objectives, investment parameters, risk tolerance, policies and constraints, and assist Plan Sponsor in drafting an appropriate Investment Policy Statement ("IPS") or revising an existing IPS.

Investment Consulting. Adviser will assess, review and monitor the investment options made available through the Plan and make recommendations about the Plan's investment menu, based upon the Plan's IPS or other stated guidelines.

Non-ERISA Fiduciary Services

Service Provider Analysis. Adviser will assist Plan Sponsor in evaluating the Plan's current service providers, including their services, fees and performance, and conduct due diligence on alternative providers.

Plan Benchmarking. Adviser will prepare comparative benchmarks for the Plan, including relative measures for fees, performance and plan design. Adviser will prepare reports illustrating these comparisons, based upon information provided to Adviser by Plan Sponsor, the Plan provider, and/or other independent third parties.

Participant Analysis. Review the behaviors and tendencies of the participant population to determine the menu options that align best with that particular group.

Exhibit B

Description of Consulting Fee

Fee Calculation

The Consulting Fee for the Consulting Services described in Exhibit A is XX [basis points (0.XX%) per annum. The annual Consulting Fee is prorated and charged quarterly in advance based upon the market value of the Plan assets, as valued by the Plan's custodian or recordkeeper. For the initial billing period, the Consulting Fee will be prorated based on the number of days for which services are provided during the quarter. Thereafter, the fee will be based upon the market value of the Plan assets on the last day of the previous billing period and will be adjusted for assets added to or withdrawn from the Plan.

Method of Payment

Plan Sponsor directs and authorizes Adviser to invoice the Plan custodian or recordkeeper for payment of the Consulting Fee and directs and authorizes the Plan custodian or recordkeeper to deduct the amount stated in the invoice from the Plan assets. The Plan custodian will also provide to Plan Sponsor a statement, not less than quarterly, indicating all amounts dispersed from the Plan account.

Other Forms of Compensation

Adviser is required to disclose any compensation, direct or indirect, Adviser or its affiliates reasonably expect to receive for providing the Consulting Services set forth in this Agreement. Aside from the Consulting Fee described immediately above, Adviser does not reasonably expect to receive any additional forms of compensation from Plan Sponsor or the Plan. Specifically, neither Adviser nor its affiliates expect to receive compensation in the form of termination fees, securities brokerage fees, or recordkeeping fees. If this changes, Adviser will provide Plan Sponsor with information about any new compensation arrangements as soon as practical, but not less than sixty (60) days from such an occurrence.]

Adviser is required to disclose any compensation, direct or indirect, Adviser or its affiliates reasonably expect to receive for providing the Consulting Services set forth in this Agreement.

If this changes, Adviser will provide Plan Sponsor with information about any new compensation arrangements as soon as practical, but not less than sixty (60) days from such an occurrence.