

EXHIBIT A-2

INVESTMENT FIDUCIARY & RETIREMENT PLAN CONSULTING AGREEMENT

SCHEDULE OF SERVICES

SMARTMAP™ FOUNDATIONAL PLANNING
(Non-Discretionary)

CLIENT NAME: _____

PLAN NAME: _____ Plan

ADVISOR NAME: _____

TARGET IMPLEMENTATION DATE: ASAP (Should be 30 – 60 Days from Contract Date)

Pensionmark IAR shall provide the SMARTMap™ services selected in Section 3 below to Employees of Client ("Employees") with the goal of increasing employee engagement, participation, and overall retirement readiness. Except as otherwise specifically provided in this Exhibit A-2, the selected services will be provided in a non-fiduciary capacity and do not include the provision of investment advice to Employees.

1. FEES

Notwithstanding anything to the contrary in the Retirement Plan Advisory Agreement between the parties (the "Agreement"), the fees to be paid to Pensionmark for the Services (the "Fees") shall be determined as follows (Pensionmark shall not be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of Client or the Plan):

Included in fees explicitly defined in section 2.1 of the Retirement Plan Advisory Agreement, or

An additional fee as outlined below:

Fee for service based on a percentage of Plan assets of _____ basis points (bps).

Flat Setup Fee of \$ _____.

Flat Fee of \$ _____, including an annual CPI-U adjustment of ____%.

Fee Assessed: Annually Semi-Annually Quarterly Monthly

In Advance In Arrears

Per Eligible Employee Fee of \$ _____ per year, including an annual CPI-U adjustment of ____%.

Fee Assessed: Annually Quarterly Monthly

In Advance In Arrears

PLEASE NOTE: If fees related to Services selected in Section 3 will be paid from Plan assets, the selected Services MUST be offered to all eligible employees in Plan.

Asset based fees deducted by custodian will be calculated on the value of plan assets based on the timing and frequency as determined by custodian. If this Agreement becomes effective as of a day other than the first day of

a calendar quarter or if a termination of this Agreement is effective on a day other than the last day of a calendar quarter, the Fees for that calendar quarter shall be prorated (calculated on a per diem basis) and the applicable amount promptly paid by Client to Pensionmark or refunded by Pensionmark to Client, as the case may be.

Client authorizes Pensionmark to collect the additional Fees:

- By invoice to Client.
- Through custodian deducted from Plan assets.
- By (other) _____

Client's execution of this Agreement may authorize the custodian of the Plan's account(s) to debit such account(s) for the amount of Pensionmark's Fees and to remit those amounts directly to Pensionmark. Any fees received by Pensionmark or Pensionmark IAR (or any of its affiliates) from the investment companies selected by Client for the Plan's accounts will reduce the amount of the Fees otherwise due Pensionmark or Pensionmark IAR, on a dollar-for-dollar basis as separately disclosed to Client in the "Indirect Fee Advisory Disclosure". (See Section 10.2 of the Agreement)

2. AGREEMENT AMENDMENT OR TERMINATION

In the event the Target Implementation Date must be extended beyond one month from the date stated in this Agreement, an amendment ("Agreement Amendment") must be signed by the Client to establish a new Target Implementation Date. For each Agreement Amendment executed, a fee of \$250 will be assessed to the Advisor. In the event an Agreement is cancelled for any reason within 30 days of the Target Implementation Date, a \$250 cancellation fee will be assessed to the Advisor.

Client or Pensionmark may terminate this Agreement, with or without cause, upon not less than 30 days' prior written notice given to the other party. Such termination will be effective on the date specified in that notice; provided it is at least 30 days after the other party's receipt of such. Termination will not affect Client's responsibilities under this Agreement for Fees owed as a result of Services rendered or costs incurred by Pensionmark through the effective date of termination. On and after the effective date of termination, Pensionmark will have no further obligation to provide any of the services outlined in this Agreement.

3. FINANCIAL WELLNESS & SMARTMAP FOUNDATION PLANNING SERVICES

FINANCIAL WELLNESS EDUCATION AND SUPPORT

[Select desired services]

Financial Wellness Support Center
Pensionmark staff dedicated to providing support for Employee inquiries. Email and telephone support provided Monday - Friday 7AM -7PM Across All US Time Zones. Registered and bilingual specialists are available.

Employee Communication Services

Employee RETIRECONNECT

Retirement Connect consists of a comprehensive suite of deliverables sent directly to employees to help them stay updated on retirement and market trends. Samples of materials include Reinventing Retirement Newsletter, Call-to-Action Campaigns, Monthly Educational Webinars, Market Insight/Outlook, Guide to Markets/Economy, and Weekly Market Recap.

Online Education Center

Online Investor Education Center offers a variety of interactive tools and resources to help individuals navigate financial decisions. It provides pertinent information 24 hours a day, 7 days a week to help

individuals stay informed and to assist in becoming more financially prepared. Includes Newsletters, Financial Quick Tips, Financial Calculators, Articles, Webcasts and Educational Videos.

Social Media

Pensionmark social media sites are designed to provide individuals with the most up-to-date retirement plan news, event announcements, articles, and a wealth of other informative content. Includes YouTube, Twitter, Facebook, and LinkedIn.

Support & Education for Personal Financial Portal Tools

Screen Sharing with Pensionmark Representative

Participant will be able to engage in a screen sharing session with a Pensionmark representative for interactive support.

Financial Organizer

Allows Employee to connect financial information from such accounts that Employee maintains at virtually any financial institution, giving them a consolidated view of their financial picture.

Financial Workshop

Assistance in setting basic life and financial goals (such as Investments, Retirement and Education), and tracking progress toward fulfilling those goals.

Budgeting and Spending

Assistance in helping Employees set budgets, reach spending goals, track spending habits, and monitor cash flow.

Investments

Interactive charts and detailed summary reports to assist Employees in understanding their consolidated investment portfolio, including assets held outside the Company retirement plan.

Employee Gap/Needs Analysis

Pensionmark staff will assist Employees with generating a needs review and resulting gap analysis, designed to help Employees assess if they are on track to meet their retirement goals and offers ideas on how they can adjust their financial plan.

Mobile App

Provides Employees with a mobile experience to access their Wellness tools and Personal Financial Portal site.

ACCESS AND USE OF THE PERSONAL FINANCIAL PORTAL PARTICIPANT SITE

Personal Financial Portal Participant Site ("Financial Portal")

Employees will be granted access and use to aspects of the Financial Portal, which include the following:

- **Account Aggregation (referred to as "Connections")**

The Financial Portal currently provides an account aggregation function that allows Participants to view, in a single location on the Participant Site, consolidated financial information from such accounts that Participant maintains at various financial institutions as Participant may designate from time to time ("Outside Accounts").

- **Investment Reporting**

The Financial Portal will include Interactive charts and detailed views to assist in monitoring all investment accounts, including those outside of the Company sponsored retirement plan.

■ **The Vault**

The Financial Portal currently provides a service known as the Vault which allows Participants to store and retrieve files and other electronic files on the Participant Site. To add a file to the Vault, Participants may upload them to a private Vault folder to which the Participant may have access.

■ **Alliance Partners**

In addition to the user roles of Advisor and Participant, the Financial Portal also provides a user role that allows other service providers to Participant, such as Participant's banker, accountant or attorney (known as "Alliance Partners"), to access and view all of the information stored by the Financial Portal in relation to Participant. For example, the Alliance Partner role allows Participant to direct the Advisor to permit Participant's family lawyer access to Participant's information in the Financial Portal to assist with estate planning and other needs.

Client understands, acknowledges and agrees that:

- The Participant Site provided solely as a convenience to Participant. Neither Pensionmark nor the Participant Site provides any advice regarding insurance or securities or any other financial planning or other financial advice, other than those expressly stated in this agreement.
- The Participant Site does not constitute a custodial or transactional relationship with Client. Participant access to accounts may be made available via the financial institution's websites. Any transactions Participant initiates in such accounts are processed through the financial institution's where the Participant's account is custodied, not via the Personal Financial Portal Participant Site.
- Participant may be required to complete an agreement prior to use of the Financial Portal. Participant may terminate use of the Financial Portal at any time by contacting Pensionmark. Once Participant has terminated use of the Financial Portal, Participant will have no further access to the Services and all files retained in the file storage service will be deleted.
- The function is not available for all types of accounts and/or for all financial institutions. As such, Pensionmark's only obligation is to make available to Participant the ability to aggregate such types of accounts at such financial institutions as may then be available on the Financial Portal.
- Financial institutions change their web sites from time to time. As a result, an Outside Account to which aggregation was available may cease to be available to the Financial Portal. Pensionmark has no control over this situation and will apply best efforts to restore the availability of the Outside Account on the Participant Site.
- For each available Outside Account that Participant desires to aggregate on the Participant Site, Participant must provide the necessary login credentials to access the Outside Account such as username and password.
- Pensionmark is not responsible for any acts, errors, or omissions by the financial institutions at which Participant maintains an Outside Account, or for the accuracy of the information provided by such institutions.
- Participant will provide or will cause to be provided to Pensionmark through the Participant Site information including, but not limited to, their financial goals, risk tolerances, income and savings requirements, investment account balances, etc. Pensionmark may rely on the information provided without further verification and is under no obligation to update any or modify advice previously rendered should the participant's financial circumstances change.

SMARTMAP FOUNDATIONAL PLANNING SERVICES

[Select desired services]



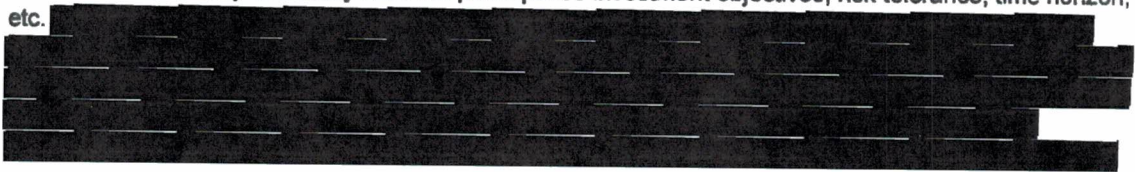
Interactive Goal-Based Planning

Pensionmark staff will work collaboratively with Employees to outline an unlimited number of unique advanced goal planning strategies. These strategies expand on the basic life and financial goals (such as

Investments, Retirement, and Education) and work in concert with each other to define an overall financial planning education scenario.

Each goal is defined including a start point, end point, inflation and indexing assumptions, and incorporates the goal funding vehicles. Examples of advanced goals include Wedding, Retirement Home, Family Support, Alimony, Note Payable, Qualified Medical Expense, Travel, Home Improvement, Celebration, Elder Care, New Car.

- Needs Analysis**
Pensionmark Representative can assist employee in basic financial needs analysis, including such things as annuity income, asset protection, disability, education, estate planning, financial statements, and insurance needs. Employees will receive a separate report outlining the details of any needs analysis reviewed.
- Scenario Comparisons**
Scenario Analysis offers employees the ability to work with a Pensionmark representative to compare up to four distinct financial planning scenarios which can be dynamically changed in real-time, using Monte Carlo or straight-line simulation methodologies. This allows employees to "test" how changes in their goals, spending, retirement or savings habits can impact their overall financial planning strategies and allows employees to track and compare different financial planning scenarios against each other.
- Employee Financial Planning Report**
Employees will have access to receive a comprehensive Financial Planning education report outlining their financial situation, any goals and interactive/"what if" scenarios reviewed, and any resulting simulations. Report includes Employee Profile, Observations, Goals, Balance Sheet, Income and Savings Summary, Liability and Expense Summary, Asset Allocation, Insurance Summary and Next Steps
- Participant Investment Advice**
Pensionmark Representative will meet with Plan participants, upon reasonable request, to collect information necessary to identify the Plan participant's investment objectives, risk tolerance, time horizon, etc.



ON-SITE EDUCATION

[Select desired services]

- Advisor will facilitate group enrollment meetings and coordinate investment education.
- Group Educational Seminars**
We offer a wide variety of customized topics that may be delivered on-site or via webinar by licensed Pensionmark representatives.
 Cost/Frequency: _____
- Individual Employee Consultations**
Additionally, we can provide a more in-depth and personalized education for each employee by meeting with them on an individual basis.
 Cost/Frequency: _____

IN WITNESS WHEREOF, each party has duly executed and delivered this Agreement as of the date indicated by their signature below.

Client Name: _____
By: _____
Name/Title: _____
Address: _____

Date: June 2, 2020

PENSIONMARK FINANCIAL GROUP, LLC,
a Delaware limited liability company

By: _____
Name/Title: _____
Address: 24 E. Cota Street - Ste. 200, Santa Barbara, CA 93101
Date: _____

[This Agreement shall not be binding on a party until signed by all parties, as indicated by each party's signature above. The date of this Agreement shall be the latest date of execution as reflected above.]