

MODEL SERVICE AGREEMENT

Catholic Charities, Diocese of Fort Worth, Inc. (“Plan Sponsor”) has selected Prime Capital Investment Advisors, LLC, doing business as Qualified Plan Advisors (QPA), to provide the “Model Service” described below, which is made available for participants (“Plan Participants”) in the **Catholic Charities Diocese of Ft. Worth, Inc.** (the “Plan”) and will be administered through the Plan’s recordkeeper. QPA will provide this Model Service pursuant to the descriptions and representations below, with the purpose of providing such services in accordance with the Employee Retirement Income Security Act of 1974 (“ERISA”), as applicable.

The Model Service is designed to permit the investment of the assets of the Plan in accordance with an array of asset allocation models (each a “Model”) individually selected for each Plan Participant, which Models will recommend and effect investments, as applicable, in mutual funds and other permissible investments under the Plan (the “Underlying Investments”).

Accordingly, Client, as evidenced by their signature below, and QPA have agreed to enter into this Model Service Agreement (the “Agreement”), which is effective as of the date of QPA’s signature.

I. SERVICES TO BE PROVIDED

A. Managing the Model Service

Client understands and acknowledges that QPA will provide the Model Service by constructing each Model from the Plan’s Underlying Investments, which QPA provides as an asset allocation service, selecting from the Plan’s designated investment alternatives. Client further acknowledges and understands that QPA does not approve, monitor or select the Plan’s Underlying Investments for inclusion as a designated investment alternative in the Plan.

Client authorizes QPA, through the Plan’s recordkeeper, to buy, sell or otherwise trade the Underlying Investments in the Model(s) that Client chooses (Client’s “Account”), without discussing the transactions with Client in advance. QPA will have discretion to manage the Models by serving as an “investment manager” pursuant to ERISA Section 3(38) and operating as a “independent fiduciary” pursuant to ERISA Section 405(d)(1).

This discretion specifically does not extend to reasonable restrictions, which Client identifies in advance to QPA. The scope of discretion may be modified or changed by QPA upon sixty (60) days advance written notice to Client. Client also authorizes QPA to take all necessary action to effect these transactions for the Account. This grant of discretion will remain in full force and effect until terminated by Client or QPA. The termination of this grant of discretion will constitute a termination of this Agreement.

B. Risk Tolerance

QPA will make investment decisions for the Account according to the investment objectives, risk tolerance, investment time horizon, and any investment policies, guidelines and reasonable restrictions and as described in this Agreement and other related documents that QPA provides, whether directly, through the Plan’s recordkeeper or via the Plan Sponsor, to facilitate implementation of the Model Service. Client will be able to complete QPA’s risk profile review process and will have the option of one of five portfolio strategies (i.e., “Aggressive”, “Growth”, “Balanced”, “Moderately Conservative”, and “Conservative”). Client may also contact QPA directly at 855.401.5378 to provide QPA with updated information, learn more about the Model Service, or provide specific restrictions for their Account. Client acknowledges that if restrictions prevent QPA from properly servicing the Account, or if the restrictions would require QPA to deviate from its standard suite of services, QPA reserves the right to terminate this Agreement.

The Account will be periodically reviewed between QPA and the Client. Client acknowledges that QPA has relied on and will continue to rely on the information that Client has provided. Client agrees to notify QPA promptly, in writing, of any change to the information provided by Client, including any change to any written investment objectives, financial circumstances, risk tolerance, investment time horizon, and any investment policies, guidelines or reasonable restrictions. Client will provide QPA

with additional information as QPA may request from time to time to assist it in managing the Account. QPA will have no liability for Client's failure to provide QPA with accurate or complete information.

C. Fees

In connection with providing the Model Service, QPA will receive an annualized fee of **0.65%** of Client's total Account balance, deducted in arrears. Client hereby authorizes payment of such fees. *The Plan's recordkeeper may charge additional fees for the Model Service.* Client acknowledges and agrees that the Plan's recordkeeper may provide disclosure documents ("Recordkeeper Disclosures") concerning the operations and fees of the Model Service; Client is responsible for reviewing the Recordkeeper Disclosures.

Depending on the recordkeeper's billing procedures, QPA's fees above will be paid in arrears and assessed as follows: 1) calculated on the total applicable Account balance on the last business day of the calendar quarter to which the fees relate; 2) accrued on a daily basis and then collected and paid out from total applicable Account balance quarterly, which may or may not be a calendar quarter basis; or, 3) calculated on the total applicable Account balance on the last business day of the month and paid monthly or quarterly. Client understands and agrees that the fee set forth in this Agreement will continue until sixty (60) days after QPA has notified Client in writing of any change in the amount of the fee applicable to the Account. At such time, the new Fee will become effective unless Client provides written notice that the Account is to be closed.

With respect to QPA's fee for the Model Service, Client will incur no charges other than the fee stated above. But QPA's fee does not include charges imposed directly by the Plan's recordkeeper, an annuity, a mutual fund, an index fund, or otherwise, which may be disclosed by the Plan's recordkeeper or through the applicable prospectus (i.e. fund management fees and other fund expenses).

D. Custody

The Plan's recordkeeper will maintain custody of Client's Account and is required to send a statement at least quarterly indicating: all amounts disbursed from the Account, all transactions occurring in the Account during the period covered by the statement, and a summary of the Account positions and portfolio value at the end of the period. QPA is not affiliated with and has not selected the Plan's recordkeeper for this purpose or otherwise. QPA will have no access to the assets in the Account nor to the income produced there from and will not be responsible for any acts or omissions of the Plan's recordkeeper.

II. RESPONSIBILITIES OF EACH PARTY

A. Client's Responsibilities:

- (1) Client agrees to provide information regarding income, investments, income tax situations, risk tolerance, estate plan, and other pertinent matters as requested by QPA from time to time.
- (2) Client agrees to complete a risk tolerance survey questionnaire and to discuss present and projected future needs and goals candidly with QPA.
- (3) Client agrees to pay the fees specified in Section I.C. above.
- (4) Client understands that QPA is not authorized to accept custody, withdraw or transfer any money, securities or property, either in the name of the Client or otherwise, for delivery to any third party, except for the authorization to earn advisory fees per Section I.C. of this Agreement and paid by the Plan's recordkeeper.
- (5) Client agrees to keep QPA informed, on a timely basis, of changes in Client's circumstances, goals, needs and reasonable restrictions, which may affect the services provided to Client by QPA.

B. QPA's Responsibilities:

(1) QPA agrees to manage the Client's Account and to otherwise perform as described in this Agreement, including implementation of any applicable Investment Policy Statement.

(2) QPA represents that it is registered as an investment adviser under the Investment Advisers Act of 1940 (the "Act") and will provide the Model Services as a fiduciary under the Act and under ERISA.

(3) QPA cannot recommend the establishment of an IRA utilizing Client's assets in the Plan. QPA may however educate Client concerning rollovers/distributions in general and describe the ability to withdraw funds from the Plan and to roll the proceeds over to IRAs generally. If Client elects to work with QPA or a related entity outside of the Plan regarding IRA assets (or other Client assets), variable compensation from third parties may be earned during the tenure of working with Client in this manner.

III. TERMINATION

This Agreement continues in effect until terminated by either party (i.e., QPA or Client) by providing written notice of termination to the other party. Such termination will not, however, affect liabilities or obligations incurred or arising from transactions initiated under this Agreement prior to such termination, including the provisions regarding arbitration, which will survive any expiration or termination of this Agreement. Upon termination, Client will have the exclusive responsibility to monitor the any Underlying Investments that remain in the Account, and QPA will have no further obligation to act or advise with respect to those assets. If Client terminates this Agreement within five (5) business days of its signing, Client will not be charged for QPA's services. If this Agreement is terminated after five (5) business days of its signing, QPA's fees will be calculated on a prorated basis and assessed as mentioned above in Section I.C.

IV. ADDITIONAL TERMS

A. Risk and Liability

QPA may manage and provide advice concerning only Underlying Investments held in Client's Account, and in making investment decisions and recommendations for the Account, QPA will not consider any other securities, cash or other investments owned by Client. Client recognizes that there may be loss or depreciation of the value of any investment due to the fluctuation of market values. Client represents that no party to this Agreement has made any guarantee, either oral or written, that Client's investment objectives will be achieved. QPA will not be responsible for any loss incurred by reason of any act or omission of Client, custodian, any broker-dealer, or any other third party. Nothing in this Agreement will constitute a waiver or limitation of any rights that Client may have under applicable state or federal law, including without limitation the state and federal securities laws.

B. Waiver

No provisions hereof or breach of any provisions may be incurred or discharged except by a written agreement of the party from whom the waiver or discharge is sought. No waiver or any breach hereof will in any way be construed to be a waiver of any future or subsequent breach.

C. Execution

This Agreement is effective only upon acceptance by QPA as indicated by its signature below. The Model Service will begin within a reasonable amount of time after all paperwork is deemed to be in good order and assets have been received in the Account unless otherwise directed in writing by the Client.

D. Reporting

Client understands and agrees that the Plan's recordkeeper is responsible for providing Client a quarterly Account statement that includes a summary of transactions and an inventory of holdings. Client may also receive a confirmation of each transaction executed for the Account and such other periodic reports or information as the Plan's recordkeeper provides to Client upon request or otherwise.

E. Proxy Voting

QPA will have no obligation or authority to take any action or render any advice with respect to the voting of proxies solicited by or with respect to issuers of securities held by an Account. Client or the applicable Plan fiduciary expressly retains the authority and responsibility for, and QPA is expressly precluded from rendering any advice or taking any action with respect to, the voting of any such proxies.

F. Assignment

This Agreement may not be assigned or transferred in any manner by any party without the consent of all parties. Client acknowledges that QPA may effect an approval for an assignment through negative consent, consistent with regulatory guidelines.

G. Legal Proceedings

QPA will not render advice or take any action with respect to securities or other investments, or the issuers thereof, which become subject to any legal proceedings, including bankruptcies. Client hereby expressly retains any right or obligation to take such legal action relating to any such investments held in the Account.

H. Notice and Consent to Electronic Communication

Any notice or other communication required or permitted to be given pursuant to this Agreement will be deemed to be given when delivered in person, transmitted by facsimile or other electronic means, sent by overnight courier (postage prepaid), or three days after mailing by registered mail (first class postage prepaid). All notices or communications to QPA should be sent to "Prime Capital Investment Advisors" at the address indicated in the highlighted box (contact information) on the last page of this Agreement. All notices or communications to Client will be sent to the appropriate address contained in the documents returned by Client, as provided to Client along with this Agreement. Client and QPA expressly agree to accept electronic communication of any notice, advice, or report in lieu of a printed copy, including applicable disclosure documents, at the email address listed in Client's returned paperwork or such other email address as Client may designate in writing or (with respect to QPA) as QPA may subsequently designate in writing to Client. Client may revoke this consent at any time by providing notice to QPA pursuant to this Section.

I. Governing Law

This Agreement and all of the terms herein will be construed and governed according to the laws of the State of Kansas, without giving effect to principles of conflict of laws, provided that there is no inconsistency with federal laws.

J. Entire Agreement

This Agreement represents the parties' entire understanding with regard to the matters specified herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to any other party concerning the subject matter of this Agreement.

K. Severability

If any part of this Agreement is found to be invalid or unenforceable by statute, rule, regulation, decision of a tribunal, or otherwise, it will not affect the validity or enforceability of the remainder of this Agreement. To this extent, the provisions of this Agreement will be deemed to be severable.

L. Amendments

QPA will have the right to amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Any such amendment will be effective sixty (60) days after QPA has notified Client in writing of any change, or such later date as is established by QPA. All other amendments must be in writing and signed by QPA.

M. Non-Exclusive Relationship

Client acknowledges and agrees that QPA may act as an investment adviser to other clients and receive fees for such services. The advice given and the actions taken with respect to such clients and QPA's own account may differ from advice given or the timing and nature of action taken with respect to Client's Account. Client further recognizes that transactions in a specific security may not be accomplished for all clients' accounts at the same time or at the same price. Client also acknowledges that in managing the Account, QPA may purchase or sell securities in which QPA, its officers, directors, or employees, directly or indirectly, have or may acquire a position or interest.

N. Confidentiality

All information and advice furnished by either party to the other, including their agents and employees, will be treated as confidential and not disclosed to third parties except as agreed upon by Client's prior approval or as required or permitted by law or as described in QPA's Privacy Notice.

O. Paragraph Headings

All paragraph headings in this Agreement are for convenience of reference only, do not form part of this Agreement, and will not affect in any way the meaning or interpretation of this Agreement.

V. PRE-DISPUTE ARBITRATION

To the extent permitted by law, any controversy or dispute that may arise between Client and QPA concerning any transaction or the construction, performance or breach of this Agreement will be settled by arbitration. Any arbitration will be pursuant to the rules, then applying, of the American Arbitration Association, except to the extent set forth herein. The arbitration panel will consist of at least three individuals, with at least one panelist having knowledge of investment advisory activities. The parties agree that any arbitration proceeding pursuant to this provision will be held in a location as determined by the rules of the American Arbitration Association, and judgment upon the award rendered may be entered into in any court, state or federal, having jurisdiction.

- Arbitration is final and binding on all parties.
- The parties are waiving their right to seek remedies in court, including the right to a jury trial, except to the extent such a waiver would violate applicable law.
- Pre-arbitration discovery is generally more limited than and different from court proceedings.
- The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

The agreement to arbitrate does not entitle Client to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a court of competent jurisdiction. If at the time a demand for arbitration is made or an election or notice of intention to arbitrate is served, the claims sought to be arbitrated would have been barred by the relevant statute of limitations or other time bar, any party to this Agreement may assert the limitations as a bar to the arbitration by applying to any court of competent jurisdiction. Client expressly agrees that any issues relating to the application of a statute of limitations or other time bar are referable to such a court. The failure to assert such bar by application to a court, however, will not preclude its assertion before the arbitrators.

Client Attestation – Disclosure Documents

Client acknowledges receipt of: (a) QPA’s ADV Part 2A Brochure, applicable Form ADV Part 2B Brochure Supplement(s) for QPA supervised person(s) who provide advisory services to Client or similar disclosure document, (b) QPA’s Notice of Privacy Practices, and (c), if client’s QPA rep-advisor be dually registered, the QPA document titled “Understanding the differences between advisory and commissionable accounts”.

Client may request an executed copy of this agreement by contacting QPA at:

**Qualified Plan Advisors | 6201 College Blvd. Ste #150 Floor | Overland Park, KS 66211
Phone: (913) 491-6226 | Fax: (913) 491-3214 | Email: contact@qualifiedplanadvisors.com**

Client has reviewed and understands the risk factors and the fees associated with the Account and the Agreement. Client has the right to terminate this Agreement without penalty within five (5) business days after entering into the Agreement. Client acknowledges that he or she has read and understands all terms, conditions, and attestations set forth in this Agreement. By signing below, each party hereby acknowledges that they have read, understand, and agree to be bound by and fulfill the obligations set forth in this Agreement.

Client Name (printed)

Client Signature

Date

QPA Authorized Signor (printed)

Signature

Date



Advisory services offered through Prime Capital Investment Advisors, LLC. (“PCIA”), a Registered Investment Adviser. PCIA: 6201 College Blvd., Suite 150, Overland Park, KS 66211. PCIA doing business as Qualified Plan Advisors (“QPA”) and Prime Capital Wealth Management (“PCWM”)