

# Retirement Plan Consulting Agreement

| Sub Firm # | BR Code | FA Code | Account Number |
|------------|---------|---------|----------------|
| 20         | GS      | GS2U    | 5050-0593      |

(Office Use Only)

This Retirement Plan Consulting Agreement ("Agreement") is between Wells Fargo Advisors ("WFA") (a trade name used by Wells Fargo Clearing Services, LLC) and Village of Orland Park ("Plan"). The terms "client", "you", and "your", refer to the Retirement Plan & Trust established for the benefit of the employees. The terms "we", "us", and "our" refer to WF.

You retain us to provide certain consulting services in accordance with the terms and conditions set forth below.

## 1. Services

We shall provide the Service(s) selected below (the "Services"). Services are described in more detail in Section 3. Such Services shall be performed on an ongoing and continuous basis until such time as the Agreement is terminated, unless Services are indicated as one-time in Section 3.

- ☒ Investment Policy Statement
- ☒ Investment Search and Recommendation
- ☒ Performance Reporting
- ☒ Service Provider Search
- ☒ Plan Fiduciary Meeting Support
- ☒ Plan Benchmarking
- ☐ Employee Education

## 2. Compensation

You agree to pay us for the Services provided under this Agreement as set forth below. These fees cover the Services selected in Section 1 only. The fees described in this Section 2 do not cover any execution, custody, clearance or settlement, administration or trustee services provided by us or our affiliates.

A separate disclosure will identify the amount and sources of any indirect compensation that we may receive from third parties such as investment option sponsors.

### Fee Summary

Your Fee Method selection  
Ongoing Fee

#### I. One-time Fees \$0

The fees for the Services provided as a one-time service are payable immediately after such Services are provided. These Services are not ongoing and will terminate upon the delivery of the Service(s). These Services are not provided on an ongoing basis.

#### II. Ongoing Services (select a or b)

- a. \$ per year flat annual fee, to be billed in arrears at the close of each calendar quarter.
- b. 0.12 % of the value of the assets covered by this Agreement as covered more fully below. The fee paid under this option will be paid quarterly in arrears and will be determined by reference to the value of your assets covered by this Agreement and held in custody by your custodian. The following shall apply:

#### Payment Method(s)

|                                                         |                                                                                                                                                                                                                                                                            |
|---------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Invoice to Plan or Plan Sponsor                         | Fees will be payable in arrears in quarterly installments at the close of each calendar quarter. We will send you or the Plan Sponsor an invoice at the end of each calendar quarter requesting payment. The fees will be due within 30 calendar days of invoice.          |
| Payment by plan provider/recordkeeper                   | Fees shall be paid in arrears no less frequently than quarterly. We will rely on your plan provider/recordkeeper to determine the billing period and fee due. You agree to provide your plan provider/recordkeeper instructions and authorization for applicable payments. |
| Your Payment Method selection: Payment by Plan Provider |                                                                                                                                                                                                                                                                            |

#### Investment and Insurance Products are:

- Not Insured by the FDIC or Any Federal Government Agency
- Not a Deposit or Other Obligation of, or Guaranteed by, the Bank or Any Bank Affiliate
- Subject to Investment Risks, Including Possible Loss of the Principal Amount Invested

Wells Fargo Advisors is a trade name used by Wells Fargo Clearing Services, LLC (WFCS), Member SIPC, a registered broker-dealer and non-bank affiliate of Wells Fargo & Company. WellsTrade brokerage accounts are offered through WFCS.

## 2. Compensation (*continued*)

**Initial Fee:** The initial fee will be based on the value of the assets covered by this Agreement as of the last business day of the calendar quarter in which the effective date of this Agreement falls.

**Subsequent Fees:** For each subsequent quarterly period, our fee will be based on the value of the assets covered by this Agreement as of the last business day of the quarter.

### **Determination of value of Plan**

In determining the value of the Plan assets covered by this Agreement for purposes of determining fees payable we will rely on your custodian's or other plan provider's valuation of assets included in the Plan. The calculation of fees payable pursuant to this Agreement shall be based on eligible assets held within the Plan as permitted under ERISA and Department of Labor regulations, as determined solely by you, your plan provider or your custodian. For purposes of calculating our fees, the value of the Plan shall not include any assets held in participant-directed brokerage window accounts. However, you agree that we may receive other additional fees and compensation for participant-directed brokerage window accounts held with us to the extent that the participant has selected us for such account and to the extent agreed upon with such participant. Any such fees or compensation will be received for services outside of this Agreement.

### **Adjustment of fees**

Unless we agree otherwise, no fee adjustments or refunds will be made in respect of any period for (i) appreciation or depreciation in the value of the Plan during that period or (ii) any partial withdrawal of assets from the Plan during that period.

## 3. Services

We will provide those Services described in this Section 3 as you have selected in Section 1. In providing the selected Services, we, and the WFA representative providing the Services to you as a financial advisor, will act as a fiduciary under ERISA only to the extent that such Services or activities under such Services are deemed to be fiduciary in nature under Section 3(21) of ERISA. Such fiduciary activity will result in advice (a "Covered Recommendation"). To the extent that particular Services or activities under such Services are considered "investment education" or otherwise non-fiduciary under 29 C.F.R. Section 2510.3-21, we are not a fiduciary in connection with such Services or activities.

**Non-discretionary Investment Selection and Assistance** We will assist you with a number of investment-related Services, as selected in Section 1:

**Investment Policy Statement:** We will assist you in preparing an Investment Policy Statement ("IPS") that identifies the objectives, risk tolerance and constraints for the management of the investments. The development of the IPS will be based on information provided by you and will be designed to outline the investment philosophy, and establish the management procedures for use by you and any investment manager(s) for the effective management of the investments. Periodically, in the future, we will review the IPS with you on an agreed upon basis.

Our IPS services do not include any recommendations as to the management of the Plan's investments or specific recommendations regarding specific securities or other investment vehicles, unless you specifically and separately select Investment search and recommendation. You shall be responsible for review and final approval of the IPS. No assurance has been or can be given that the investment objectives reflected in your IPS will be achieved.

**Investment Search and Recommendation:** Upon your request, we will provide an Investment Search Report (options may include money market, collective investment trusts, mutual funds or group annuity contracts) to you. In this report, we will provide you with investments or investment managers for consideration whose investment philosophies and policies are, in our judgment, compatible with the investment objectives, policies and constraints and risk tolerance specified by the Plan's IPS and/or you. While WFA will recommend an investment option or option(s) and investment managers, as appropriate, the decision to invest with or retain any particular manager or investment, or offer any investment to participants as an investment option rests with you. You understand that we make no representations concerning, any manager chosen by you without our recommendation, nor shall we assume any liability for any loss, claim, damage or expense attributable to your selection of any manager that has not been profiled, reviewed or approved by us.

If requested by you, we will also provide a diversification review designed to identify particular asset classes that we feel should be included in the Plan's list of investments options made available to the participants based on the Plan's IPS. This information is based on modern portfolio theory and other general diversification philosophies. Based on our review, we may recommend to you additional asset classes to complement the Plan's existing investment options.

**Performance Reporting:** On an agreed upon basis, we will provide periodic Performance Reports to assist you in evaluating your Plan's designated investment options (options may include money market, collective investment trusts, mutual funds or group annuity contracts) and the performance of the Plan's portfolio over various time periods, as well as comparing various aspects of such performance to benchmarks identified in the IPS. The investments will be analyzed based on their investment philosophies, policies, risk level, and performance as they relate to the investment and diversification objectives, policies, constraints, and risk tolerance, as specified in the investment policy statement and/or you. These Performance Reports may include a combination of: market commentary; plan asset allocation summary; risk and return analysis; investment cost analysis; investment research; and overall review for comparison to the IPS. Account data will be derived from trust or custodial statements for each period. We will not be responsible for verification of the information supplied by the custodian or trustee. While we are not responsible for and will not separately monitor the investments in your Plan, we will provide you with Performance Reports on an agreed upon periodic basis so that you can monitor such investments.

**Additional Plan Services:** In addition to investment-related Services, periodically in the future and as mutually agreed upon, we will provide the following additional Services, as selected in Section 1:

**Service Provider Search:** We will request proposals from a group of record keeping platform providers based on stated goals, objectives and demographics of the Plan, and subsequently prepare a report to summarize the results. The summary report is designed to provide comparison of the features, benefits, available investment options and fees of a specific record keeper product that can be analyzed in comparison to the stated criteria. This search process may be performed on an as-needed basis for your fiduciary due diligence, or upon request to provide you information to support your decisions on product solution decisions.

**Plan Fiduciary Meeting Support:** We will provide general summary reports and statistical updates to the Plan committee(s) or other fiduciaries. These may include: participation and demographic reports; a review of goals and results of the education policy statement; updates on participant meetings, regulatory updates and market updates.

**Plan Benchmarking:** We will provide Plan Benchmarking reports that identify and compare specific Plan-design elements such as: plan features; investment-related information; participant behaviors, plan oversight as well as plan-related fees with other plans in similar industries, or with similar plan size and/or demographics. The benchmarking report may be comprehensive and include all elements or a summary of specific items and fees. These reports will be prepared on an as-needed basis or as part of the overall annual review.

**Employee Education:** We will provide investment education to and for the benefit of employees of your company. The parties agree that the education services offered under this Agreement are not intended to include personal investment advice and are limited to providing Investment Education or general information as described in DOL Interpretive Bulletin 96-1, 29 C.F.R Section 2510.3-21 or any successor DOL regulations describing the scope of non-fiduciary participant education.

#### 4. Client's authority

- (a) You represent and warrant that: (i) the execution, delivery and performance of this Agreement is authorized under the Plan, trust and/or other applicable governing documents and/or under applicable law; (ii) you are duly authorized and empowered to negotiate this Agreement, including fees, and to execute and deliver this Agreement on the Plan's behalf; and (iii) any and all provisions in any such Plan, trust and/or other applicable governing document that (A) restrict, limit or otherwise prescribe the manner in which such Services may be rendered or the manner in which providers of such Services may be compensated; (B) relate to Plan investment objectives, policies or constraints or risk tolerance of the selection and retention of broker-dealers or investment advisers or managers (in the event the Services provided by us under this Agreement involve such matters); or (C) relate to your authority to enter into this Agreement (collectively, "Trust Documentation") have been fully disclosed in writing to us by you.
- (b) In addition to making the general representations and warranties set forth above, you represent and warrant that (i) you (A) are a "named fiduciary" as defined in ERISA (if the Plan is subject to ERISA), and have the power and authority under the Plan to take all actions as are contemplated to be taken with respect to the assets of the Plan under this Agreement; (B) are knowledgeable with respect to administration and funding matters related to the Plan; (C) are able to make an informed decision regarding the Services to be provided under this Agreement; (D) have considered, in a prudent manner, the fees to be paid by the Plan in relationship to the level of Services to be provided; and (E) are not obligated, at its own expense, to provide to or procure for the Plan Services of the type provided under this Agreement, and you have no reason to believe that this Agreement will have the effect of relieving any other party of such an obligation; and (ii) the Services provided under this Agreement will be used for the exclusive benefit of the Plan and participants and beneficiaries in the Plan and will not inure to the benefit of any other party.

#### 5. Client Representations and Warranties

In addition to the representations and warranties made elsewhere in this Agreement, you represent and warrant that:

- (a) All information and documentation provided by you will be true and complete in all material respects as of the date provided, and you will inform us promptly and in writing, of (i) any material change in such information and documentation and (ii) any material change in your financial or other affairs that reasonably may be expected to be relevant to us in connection with providing Services under this Agreement.
- (b) We may rely on any information provided by you in our performance of the Services herein and we are not responsible for determining the accuracy of such information.
- (c) You will inform us promptly and in writing, of (i) any material change in the Trust Documentation; (ii) any event which might affect your continuing authority or the propriety of your continuing to be a party to this Agreement; and (iii) any discrepancies between your records and reports or statements (if any) sent to you under this Agreement.
- (d) You will promptly provide us or will give written instructions to other parties (e.g., custodians, recordkeepers, investment managers) promptly to provide us such information and documentation as we may from time to time reasonably request in order to perform our duties and/or calculate our fees under this Agreement.
- (e) You will treat as confidential all information furnished to you under this Agreement. In this regard, to the extent that any portion of the reports, statements or other information submitted to you under this Agreement contains material that is copyrighted, you shall observe the protection of such material as provided under applicable copyright laws.
- (f) You satisfy either (a) or (b):
  - a. You are a "Retirement Investor" as defined in Prohibited Transaction Exemption 2016-01 and, if you do not or no longer satisfy such definition, you will notify us as soon as possible. To the extent that Prohibited Transaction Exemption 2016-01 is revoked, or not yet applicable, this provision 5(f) shall be inapplicable.
  - b. If you are not a "Retirement Investor" you represent that you have a total of at least \$50,000,000 under your management or control and that you understand that, in recommending the Services to you we do not undertake to provide impartial advice regarding our hiring as we have an interest in your deciding to utilize our services. You represent that you have both the authority to enter into and the capability to evaluate the investment risks of entering into this Agreement. You also represent that you will inform us if you are no longer able to make any one or more of the representations in this Section 5 (f)(b).

#### 6. WFAFN Representations and Warranties

In addition to the acknowledgments and agreements made elsewhere in this Agreement, we represent and warrant:

- (a) We acknowledge that we are a "fiduciary" as defined in Section 3(21) of ERISA, including the associated duties and obligations imposed on a fiduciary under ERISA, when and only to the extent that the Services we provide under this

Agreement are "investment advice," within the meaning of 29 CFR 2510.3-21, as interpreted by the Department of Labor ("Covered Recommendations"). We, however, expressly disclaim that we have any fiduciary duties or obligations with respect to the Plan other than for Covered Recommendations.

- (b) We, in providing the Services hereunder, are not an "investment manager" as such terms are defined in Section 3(38) of ERISA. We will not have the power or authority to manage, acquire or dispose of any of the Plan's assets and any and all decisions made by Plan and its fiduciaries with respect to the selection of plan investment will be made after Plan's and fiduciaries' own independent consideration.
- (c) To the extent Employee Education Services may be considered investment advice under the terms of the Investment Advisers Act of 1940, as amended (the "Advisers Act"), the parties acknowledge and agree that (i) the Employee Education Service is intended to be "impersonal advisory services" as defined in Rule 204-3 promulgated under the Advisers Act, (ii) any oral presentations or written materials provided under the Employee Education Service will not be designed to meet the investment objectives or needs of the Plan(s) or any specific participant and (iii) any statistical information provided as part of the Employee Education Service will contain no expression of opinion as to the investment merits of any particular security.
- (d) Our Services under this Agreement may include advice to invest in a collective investment fund or funds, including common and group trust funds, which consist exclusively of assets of exempt pension and profit sharing trusts and individual retirement accounts qualified and tax exempt under the Internal Revenue Code of 1986, including any such fund or funds presently in existence or hereafter established, and which are maintained by a bank or trust company supervised by a state or federal agency, notwithstanding that the bank or trust company is the Trustee, Manager, or is otherwise a party in interest of the Plan, including Wells Fargo Bank, N.A. or an affiliate of Wells Fargo Bank, N.A. and for which Wells Fargo Bank or an affiliate receives compensation for such Services from a collective investment fund. The assets so invested shall be subject to all the provisions of the instruments establishing such funds as they may be amended from time to time. Such instruments of group trusts as they may be amended from time to time are hereby incorporated and made a part of the governing Plan documents as if fully set forth therein. The combining of money and other assets of the Trust with money and other assets of other qualified trusts in such fund or funds is hereby specifically authorized by you. To the extent that you are not a "Retirement Investor" as defined under Prohibited Transaction Exemption 2016-01, we will not provide buy, sell, hold, or "watch" recommendations in connection with investments or managers that are affiliated with us, other than for collective investment funds as set forth herein.
- (e) We represent and warrant that we are registered as an investment adviser under the Advisers Act and shall maintain such registration during the term of this Agreement.
- (f) We will provide the Services selected in Section 1 (fully described in Section 3) hereto on a "non-discretionary basis" (i.e., our role will be to provide information to you or your agents, and we will not have authority to implement or cause you or your agents to act upon the information). You will maintain final decision making authority with respect to the Plan(s) and any investments made available to participants.

## 7. Reports

- (a) In connection with performing certain Services described in Section 3, we and our representatives (including the representative responsible for managing your relationship (the "Financial Advisor")), may obtain and utilize information and data from a wide variety of public and private sources (including, without limitation: (i) financial publications that monitor market indices, industry research materials and other materials prepared by parties other than us and (ii) information and data concerning investment options obtained from both the vendors reviewed under this Agreement and/or from other third party vendors). We and our representatives will not utilize any such information or data if we have reason to believe it to be inaccurate. However, we will not independently verify, and cannot guarantee, such information and data, and make no representations or warranties with respect to any reports or statements prepared by us for you to the extent such reports or statements are based on such information or data or our analysis thereof.
- (b) In recognition of our continuing desire to improve the reports and statements we may prepare for you under this Agreement, we may from time to time modify the format of and/or the types of information contained in such reports and statements without your prior approval.

## 8. 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" shall have the meaning given to that term in Section 202(a)(1) of the Advisers Act.

## 9. Terms and termination

- (a) This Agreement shall be effective upon execution by both parties and shall remain in effect until terminated by either party by giving 30 day's prior written notice to the other; provided, however, that Client may terminate this Agreement within five business days of its signing without penalty.
- (b) No termination of this Agreement shall affect the liabilities or obligations of the parties arising from or in connection with Services performed prior to such termination. Without limiting the generality of the foregoing, the provisions of Sections 9(b)-(c) and 10-12 of this Agreement shall survive any termination of this Agreement.
- (c) Upon the termination of this Agreement, we will not be obligated to recommend any action to you.

## 10. Standard of Care

- (a) We and our affiliates and our respective present and former directors, officers, employees and agents shall not be liable for: (i) any act done or omitted by any of us under this Agreement so long as such act or omission shall not have involved negligence, willful malfeasance or bad faith on our part, or reckless disregard of our obligations and duties under this Agreement or (ii) any misstatement or omission contained in information or documentation supplied to us by you or supplied to you or us by any investment manager retained by you.

- (b) The service providers and investment options selected by you, if any, shall be solely responsible for any misstatements or omissions contained in information or documentation supplied to you or us by such service providers and investment options. While we will not supply any such information or documentation to you if we have reason to believe it to be inaccurate, we will not independently verify, and cannot guarantee the accuracy or completeness of such information or documentation.
- (d) Notwithstanding the foregoing, you understand that the persons protected from liability as described above may owe certain duties to you under 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.
- (c) If you are a "Retirement Investor" as defined in DOL Prohibited Transaction Exemption 2016-01, to the extent the exemption is applicable, we will adhere to the standards of conduct set forth in the exemption when providing you with Covered Recommendations. If you are not a "Retirement Investor", this exemption shall not be applicable to the Services provided to you under this Agreement, although any standards imposed by ERISA will continue to apply.

## 11. Applicable law

This Agreement shall be administered, construed and enforced in accordance with the laws of the State of New York without giving effect to the choice of law or conflict of law provisions thereof; provided, however, that nothing herein shall be construed in any manner inconsistent with the Advisers Act (or any rule, regulation or order of the SEC promulgated there under), ERISA (or any rule, regulation or order of the Department of Labor promulgated there under) or the investment advisory laws of any state (or any rule, regulation or order there under) whose investment advisory laws apply to the relationship created under this Agreement. All Services we provide for you shall be subject to the rules and regulations of all applicable federal, state and self-regulatory agencies or organizations including but not limited to the SEC and the Financial Industry Regulatory Authority, Inc. (FINRA).

## 12. Arbitration

### Arbitration Disclosures:

This Agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the Parties agree as follows:

- All of the Parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which the claim is filed.
- Arbitration awards are generally final and binding; a Party's ability to reverse or modify an arbitration award is very limited.
- The ability of the Parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators typically will include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the client is excluded from the class by the court.

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

With respect to controversies or disputes which may arise between you and us, under this Agreement concerning matters involving alleged violations of the Advisers Act or applicable state investment advisory laws, it is understood that the Securities and Exchange Commission and various state securities regulatory agencies believe that an agreement to submit disputes to arbitration does not constitute a waiver of any rights provided under the Investment Advisers Act or applicable state investment advisory laws, including the right to choose a forum, whether by arbitration or adjudication, in which to seek the resolution of disputes.

### Arbitration Provision:

It is agreed that all controversies or disputes which may arise between you and us (including our affiliates), concerning any transaction or the construction, performance or breach of this Agreement or any other agreement between us, whether entered into prior to, on, or subsequent to the date of this Agreement, including any controversy concerning whether an issue is arbitrable, shall be determined by arbitration conducted before, and only before, an arbitration panel set up by the Financial Industry Regulatory Authority ("FINRA") in accordance with its arbitration procedures. Any of us may initiate arbitration by filing a written claim with FINRA. Any arbitration under this Agreement will be conducted pursuant to the Federal Arbitration Act and the Laws of the State of New York. The state or federal statute of limitations, statute of repose, non-claim statute or any other time bar that would be applicable to any claim filed in a court of competent jurisdiction shall be applicable to any claim filed in arbitration.

### 13. Notices

All notices or other communications required or permitted to be given hereunder in writing by one party to the other shall be sent (a) if to us, to such address or to such facsimile number or electronic mail transmission (including PDF) as we may designate from time to time to you and (b) if to you, to such address or to such facsimile number or electronic mail transmission (including PDF) as you may designate from time to time in written notification to us. Any such notice or communication shall be deemed to have been given upon the earlier of receipt or five days after being sent.

### 14. Miscellaneous

- (a) We reserve the right to refuse to accept or renew this Agreement in our sole discretion and for any reason. For purposes of referring to this Agreement, the effective date of this Agreement shall be the date of acceptance.
- (b) This Agreement represents the entire agreement between the parties with respect to the matters described herein.
- (c) This Agreement may be amended only by a written agreement signed by each of the parties, except that we may amend this Agreement subject to reasonable prior written notice to you, in which case your continued acceptance of Services thereafter shall be deemed to constitute your consent to such modification.
- (d) This Agreement shall be binding on your successors, administrators, committee and/or conservators.
- (e) The overall cost associated with your relationship with us (and the compensation we receive) vary depending on several factors, including the type and frequency of the Services selected in Section 1.
- (f) Certain fees (including fees under this Agreement) may be negotiated with your Financial Advisor based upon these and other subjective factors, as well as our point-in-time. As a result, certain clients may be paying lower fees for their Plan than those that apply to your Plan.
- (g) If you want to change the Services we make available to you, have any concerns regarding the level of fees your Plan pays or have any concerns regarding our compensation, please contact us.
- (h) All paragraph headings are for convenience of reference only, and shall not form part of or affect in any way the meaning or interpretation of this Agreement.
- (i) In the event the terms of this Agreement conflict with the terms of any other agreement you have executed with us, the terms of this Agreement will govern with respect to the implementation of the Services under this Agreement.
- (j) As used herein, references in the singular shall, as and if appropriate, include the plural, and references in the neuter shall, as and if appropriate, include the masculine and feminine, and vice versa.
- (k) If any term or condition of this Agreement shall be held or made invalid or unenforceable to any extent or in any application, whether by statute, rule, regulation, decision of a tribunal or otherwise, then the remainder of this Agreement, and such term or condition except to such extent or in such application, shall not be affected thereby, and each and every term and condition of this Agreement shall be valid and enforceable to the fullest extent and in the broadest application permitted by law.
- (l) We will not provide advice regarding plan administration.
- (m) You have received, read, and understand this Agreement and our Investment Advisory Disclosure Document.
- (n) Notwithstanding any other provision of this Agreement, we shall not be obligated to provide any Services under this Agreement with or for the Plan if, in our reasonable judgment, this would (i) violate any applicable federal or state law or any applicable rule or regulation of any regulatory agency or self-regulatory organization, or (ii) be inconsistent with any internal policy maintained by us from time to time relating to business conduct with our clients.
- (o) To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

***Please reference Signature page for signature.***

#### **Investment and Insurance Products are:**

- **Not Insured by the FDIC or Any Federal Government Agency**
- **Not a Deposit or Other Obligation of, or Guaranteed by, the Bank or Any Bank Affiliate**
- **Subject to Investment Risks, Including Possible Loss of the Principal Amount Invested**

Wells Fargo Advisors is a trade name used by Wells Fargo Clearing Services, LLC (WFCS), Member SIPC, a registered broker-dealer and non-bank affiliate of Wells Fargo & Company. WellsTrade brokerage accounts are offered through WFCS.

## Recordkeeper Remit

| Sub Firm #        | BR Code | FA Code | Account Number |
|-------------------|---------|---------|----------------|
| 20                | GS      | GS2U    | 5050-0593      |
| (Office Use Only) |         |         |                |

Attn:

Client Relationship Manager

Recordkeeper:

Empower Retirement

Recordkeeper/Plan ID:

TEMP

We have hired Wells Fargo Advisors (a trade name used by Wells Fargo Clearing Services, LLC) to serve as the Plan Consultant of record for our retirement plan. Through this relationship they will be servicing our retirement plan under their respective Registered Investment Adviser (RIA) of the organization in an advisory capacity. This is your authorization to ensure their firm(s) is not listed as broker-dealer of record on any of the underlying investments or investment accounts that fall under our retirement plan structure. The details of the fee structure that we have agreed to is outlined below. This document should serve as your authorization to ensure the fee structure is applied to our retirement plan and then make the required payments as indicated below.

| Plan Details                                                                                                                                                                                                                                                                                         |                                                     |                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|----------------------------------|
| Plan Name<br>Village of Orland Park                                                                                                                                                                                                                                                                  |                                                     |                                  |
| Plan Type<br>457 Governmental Retirement Plan                                                                                                                                                                                                                                                        | Wells Fargo Advisors Account Number<br>5050-0593    |                                  |
| Plan Trustee(s)                                                                                                                                                                                                                                                                                      |                                                     |                                  |
| Firm/Financial Advisor Information                                                                                                                                                                                                                                                                   |                                                     |                                  |
| Financial Advisor Name(s)<br>CHRISTINE JOLEEN                                                                                                                                                                                                                                                        | Financial Advisor Repcode<br>GS2U                   | Financial Advisor Channel<br>WBS |
| Fee Structure                                                                                                                                                                                                                                                                                        |                                                     |                                  |
| These are standing instructions that will continue to apply until a subsequent notice is provided. All payments should be made on a quarterly basis.                                                                                                                                                 |                                                     |                                  |
| Effective Date<br>03082021                                                                                                                                                                                                                                                                           | WFA Engagement (one-time or ongoing)<br>Ongoing Fee |                                  |
| Fee Method<br>One-Time Fee \$ <input type="radio"/> Ongoing Fee 0.12 % or \$                                                                                                                                                                                                                         |                                                     |                                  |
| Payment Instructions                                                                                                                                                                                                                                                                                 |                                                     |                                  |
| Payments must be submitted using the following instructions and must be made payable to Wells Fargo Advisors. The payments must reference the WFA account number to ensure proper reconciliation.<br>Wells Fargo Advisors<br>Advisory Billing H0006 08R<br>1 N Jefferson Ave.<br>St. Louis, MO 63103 |                                                     |                                  |

As the plan trustee for the above-mentioned plan, I agree to the above changes pertaining to the plan consultant and fee structure. If there are any additional steps or information you need, please contact me immediately.

Trustee/Authorized Signer Signature

Date

Trustee/Authorized Signer (Print Name of Person Signing)

Please provide this signed letter of instruction to your recordkeeper so they can update their records as shown above.

### Investment and Insurance Products are:

- Not Insured by the FDIC or Any Federal Government Agency
- Not a Deposit or Other Obligation of, or Guaranteed by, the Bank or Any Bank Affiliate
- Subject to Investment Risks, Including Possible Loss of the Principal Amount Invested

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