

CWM RETIREMENT PLAN CONSULTING SERVICES AGREEMENT RETIREMENT PLAN CERTIFICATION OF INVESTMENT POWERS

This agreement ("Agreement") by and among Capital Wealth Management, Inc., ("CWM"), its investment advisor representative _____ ("Advisor"), and _____ ("Client") as further identified on Appendix A is effective as of the _____ day of _____, 20____ (the "Effective Date").

CWM is an investment adviser registered with the State of Rhode Island.

Client is or sponsors a retirement plan ("Plan") which is qualified under section 401(a), 403(b), or 457(b) of the Internal Revenue Code of 1986, as amended, and/or is subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or is a Plan which is considered nonqualified.

Client wishes to engage CWM and Advisor to provide the services for the Plan described herein.

In consideration of the mutual promises, covenants, and undertakings set forth in this Agreement, the parties agree as follows:

1. Consulting Services.

The Advisor will provide to Client those services outlined in Appendix B, or as otherwise agreed in writing, and attached hereto. Such services may also include meetings with Client and/or Client's attorney(s), accountant(s) and any other professional advisors and service providers ("Other Client Advisors"). Client agrees that CWM and Advisor will not provide any tax, accounting or legal services or advice, nor prepare any tax, accounting or legal documents for the implementation of services hereunder. CWM and Advisor shall not have any discretion, trading or otherwise, with respect to any decisions made by or on behalf of the Client as Client will retain absolute discretion over all investment and implementations decisions. CWM and/or Advisor will not have custody, or take physical possession or control of the assets or funds of the Plan. Client is free to obtain legal, accounting and brokerage services from Other Client Advisors or any professional source in conjunction with or to implement the services hereunder.

2. Client Information.

In addition to Appendix A of this Agreement, the Client agrees to provide any information as may be reasonably requested from time to time by Advisor. Client also agrees to be available upon reasonable request by Advisor to discuss Client's financial goals and needs and will promptly inform Advisor of any changes in Client's information or financial situation previously provided. Client agrees that the analysis and/or recommendations of an Advisor are based on the information provided by the Client. In addition, Client authorizes Advisor to consult with and obtain information from Other Client Advisors or service providers. Advisor is not required to verify any information

obtained from the Client. All information and advice furnished by either party will be treated as confidential and not to be disclosed to third parties except as (i) agreed upon in writing, (ii) required by law, court order or government agency, or (iii) allowed by law or CWM's Privacy Policy.

3. Fiduciary Status.

a) CWM and Advisor each hereby acknowledges that it is a "fiduciary" with respect to assets of the Plan as ERISA defines that term under Section 3(21)(A)(ii) to the extent it renders investment advice with respect to any moneys or property of such Plan, or has any authority or responsibility to render such investment advice. To the extent they are fiduciaries, CWM and Advisor each acknowledge that it is subject to and will at all times exercise the standards of fiduciary responsibility set forth in Title 1, Subtitle B, Part 4 of ERISA, which it acknowledges it has examined and with which it is familiar. The parties acknowledge and agree that CWM and Advisor each, (a) have no responsibility to and will not (i) exercise any discretionary authority or discretionary control respecting management of the Plan, (ii) exercise any authority or control respecting management or disposition of assets of the Plan, or (iii) have any discretionary authority or discretionary responsibility in the administration of the Plan or interpretation of the Plan documents, (b) is not an "investment manager" as defined in Section 3(38) of ERISA and does not have the power to manage, acquire or dispose of any Plan assets, and (c) is not the "Administrator" of the Plan as defined in ERISA. Client acknowledges that the sole standard of care imposed on CWM and Advisor as a fiduciary is to act with the care, skill, prudence and diligence under the circumstances then

prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character with like aims.

b) Plan agrees to obtain and maintain for the period of this Agreement any bond required pursuant to ERISA or other applicable law and as applicable to include within the coverage of such bond the Advisor, CWM and any of their respective officers, directors and employees whose inclusion is required by law. In no event shall either Advisor or CWM be responsible for obtaining, or paying the premiums on such a bond. Plans agree to provide appropriate documentation evidencing such coverage upon request. Plans also agree to provide Advisor and CWM with copies of all Plan documents upon request. Subject to ERISA Client represents, warrants and certifies that: (i) Client is named fiduciary under the Plan as defined by ERISA; (ii) Plan documents comply and will comply in all material respects with the applicable provisions of ERISA, and (iii) Client retains responsibility for the overall diversification of assets of the Plan; and (iv) the engagement of CWM and Advisor, and any instructions that have been given with regard to the Plan, are consistent with applicable Plan documents. The Client agrees to furnish copies of such governing documents if requested by CWM or Advisor. The Client also acknowledges that the services provided under this Agreement only relate to a part of the Plan's assets, and that CWM and Advisor are not responsible for overall compliance of the investments within the requirements of ERISA or any other governing law or documents.

c) If Plan's account governed by this Agreement contains only a part of the Plan's total assets, then Plan/Client acknowledges that CWM will have no responsibility for managing any Plan assets not held in the CWM account and will not be responsible for the diversification of all the Plan's assets.

4. Proxies.

CWM and Advisor are not responsible for voting and shall not vote proxies on behalf of Client. CWM and Advisor are expressly precluded from taking any action or rendering any advice to Client with respect to voting proxies for Client and Plan.

5. Fees and Expenses.

Client agrees to pay the fee(s) and expenses as outlined in [Appendix C](#), or as otherwise agreed in writing, and attached hereto. All fees hereunder are payable to CWM. Fees charged by Advisor are solely for the services. Any Other Client Advisor retained by Client shall be at Client's own expense.

6. Liability.

Client understands that profits cannot be assured on any transaction, recommendation or suggestion as part of the services hereunder, and that there can be no guarantee that any or all transactions, recommendations or suggestions if followed will be profitable to Client. Client acknowledges that recommendations made by Advisor do not guarantee any specific result. Client can elect to implement all or part of the recommendations by Advisor at any time. Client is free to accept or reject any recommendation from Advisor as the Client has the sole authority to implement any such recommendations. CWM and Advisor will not be subject to any claim arising under the Plan associated with any act or failure to act of Client, any Other Client Advisor, any other fiduciary of the Plan or any Plan participant, or any failure of Client to comply with any of its obligations relating to the Plan. If Client shall retain separately Other Client Advisors, such Other Client Advisors shall be solely responsible for the preparation and accuracy of any legal documents or other legal services, accounting or bookkeeping services, tax opinions and/or tax returns. Client acknowledges and agrees CWM and Advisor shall have no responsibility for acts or omission of Other Client Advisors. Notwithstanding any other provision of this Agreement, (a) if capital stock of the employer sponsoring the Plan ("Stock") is held by or offered as an investment option under the Plan, or (b) if participants in the Plan may invest the assets in their accounts through individual brokerage accounts, a mutual fund window or other similar arrangement, CWM and Advisor shall have no responsibility with respect thereto. Advisor shall not be liable for any action taken, suffered or omitted by it or for any error in judgment made by it in the performance of its non-fiduciary duties hereunder unless resulting from the gross negligence or intentional misconduct of Advisor. Client recognizes that this Agreement is non-exclusive to CWM and Advisor and that each of them, or any of their affiliates, may give advice and take action in the performance of its duties for such other clients (including those who may have similar retirement plan arrangements as Client) that may differ from advice given, or in the timing and nature of action taken, with respect to Client.

7. Term and Termination.

Unless noted otherwise below, this Agreement shall continue from the Effective Date until terminated by a party upon ninety (90) days written notice to the others. Client shall be responsible for all transactions in progress until written notice is received. CWM and Advisor shall not be responsible with respect to the on-going investments or administration of Plan following a termination even if the Plan continues to be invested or administered by implementing the recommendations and services provided hereunder prior to termination. Any fees paid in advance shall be pro-rated upon termination. The provisions of Sections 3, 6, 7, 9, 11 and 12 shall survive the termination

of this Agreement. Notwithstanding the foregoing, the parties may agree that the term of this Agreement shall continue from the Effective Date for 12 months and will automatically renew unless terminated as described above.

8. Assignment.

No assignment of this Agreement shall be made by Advisor and CWM without consent of the Client. For purposes of this Agreement, the term "assignment" shall have the meaning given it by Section 202(a)(1) of the Advisers Act.

9. Notices.

Notices, reports, invoices etc. provided for herein shall be sent by U.S. mail, facsimile, electronic means or courier to the address of the other party set forth below (or such other address as either party may specify in writing to the other), and such notice shall become effective only upon receipt:

Address of Client: As set forth in Appendix A, unless otherwise indicated below:

Address of CWM:

Lee Alan Duckworth, President
Capital Wealth Management, Inc.
1300 Division Road, Suite 203
West Warwick, RI 02893

Address of Advisor:

Client authorizes electronic delivery of any and all above notices, reports, invoices or other documents to be delivered under this Agreement at the following email address:

10. Delivery of Summary Disclosure Statement/Part 2 of Form ADV.

Client hereby acknowledges that it has received a copy of Part 2 of the Form ADV of CWM as currently on file with the Commission, or such other written disclosure document required by Rule 204-3 of the Advisers Act. If Client did not receive such documents at least 48 hours prior to entering into this Agreement, Client may rescind the Agreement within five (5) business days of its execution without penalty by providing written notice to CWM.

11. Miscellaneous.

Each of CWM and the Advisor is an independent contractor, and not an employee, of Client for any purpose. This Agreement states the entire agreement of the parties hereto, and is intended to be the complete and exclusive statement of the terms hereof. It may not be added to or changed orally, and may not be modified or rescinded except in writing signed by the parties hereto. This Agreement and all performance hereunder shall be governed by the laws of the State of Rhode Island that apply to contracts made and to be performed in the State of Rhode Island, and without regard to the conflict of law principles thereof, provided that nothing herein shall be construed in any manner inconsistent with ERISA, the Advisers Act or any rule, regulation or order of the Commission promulgated thereunder. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Headings in this Agreement are for reference only and shall not limit or otherwise affect the meaning of any provision hereof. Client further acknowledges by their signature below as having received and read a copy of the Privacy Notice.

12. Consent to Electronic Delivery.

Client agrees to receive (i) statements, reports, and all other communications relating to Client's portfolio, accounts and assets, including monthly and quarterly reports and information, and (ii) all communications relating to IAR (including the ADV Part 2, Privacy Notice and any other communication required under the Investment Advisers Act of 1940, as amended or otherwise; collectively, the "Informational Documents") in electronic form, such as through a file attached to an e-mail sent to the e-mail address provided by you below, or over a private Internet site, in lieu of or in addition to sending such Informational Documents as hard copies via facsimile or

mail. If the Informational Documents are made available over the Internet, you may be notified of their availability through an e-mail sent to the e-mail address provided by you. Client will be solely responsible for notifying IAR in writing of any change in Client's mail address and that IAR is not required to seek to verify or confirm Client's e-mail address as provided. Client understands that this consent may be revoked at any time by notifying the IAR in writing. You may also request delivery of a paper copy of an Informational Document by contacting IAR.

Do you consent to the sending of Informational Documents in electronic form, at IAR's discretion, in lieu of a separate mailing of paper copies until such time as Client

no longer has the right to receive Informational Documents or Client revokes this consent in writing?

YES NO

If yes, Informational Documents may be sent to the following Client e-mail address(es):

IN WITNESS WHEREOF, the undersigned parties have executed this agreement and its amendments as of the date and year written below:

Client Authorized Signature

Date

Printed Name

CWM Advisor Signature and Rep ID #

Date

Printed Name

CWM Authorized Signature

Date

Printed Name

CWM RETIREMENT PLAN CONSULTING SERVICES AGREEMENT: APPENDIX B

Client Initials _____

DESCRIPTION OF SERVICES	ONE-TIME OR ONGOING	RESPONSIBLE PARTY
<input type="checkbox"/> Management of vendor relationships <ul style="list-style-type: none"> Act as liaison between your organization and your current retirement plan vendor. Bring new ideas and capabilities from your vendors and the industry in general to your organization for consideration. Negotiate and manage plan expenses and fees with vendor. 		
<input type="checkbox"/> Request-for-Proposal (RFP) <ul style="list-style-type: none"> Lead and develop RFP process by conducting market analysis. Negotiate proposal with vendors. Deliver RFP evaluation and provide advice and guidance regarding evaluation. Coordinate vendor presentations. Facilitate change of vendor and manage conversion process (if changing vendors). 		
<input type="checkbox"/> Assist on plan design strategies <ul style="list-style-type: none"> Provide updates on new legislation as well as advice on implementation of new plan design capabilities and their potential impact to the plan and its participants. Review annual compliance testing to determine if there are efficiencies that can be gained by plan design changes. 		
<input type="checkbox"/> Provide fiduciary consulting & oversight <ul style="list-style-type: none"> Ensure proper adherence to fiduciary obligations. Create Investment Policy Statement. Help establish a Plan Investment Committee (if needed). Help coordinate the functions / activities of the Plan Investment Committee. 		
<input type="checkbox"/> Investment Management <ul style="list-style-type: none"> Coordinate the entire investment process and provide proper documentation. Provide monitoring reports for the performance, risk & expenses of the plan. Recommend specific actions to be taken. Develop overall asset allocation strategy for plan. Develop and manage model portfolios as investment options for the participants. Make recommendations which qualify as Qualified Default Investment Alternative ("QDIA") under ERISA. 		
<input type="checkbox"/> Employee Education & Communication Services <ul style="list-style-type: none"> Conduct employee surveys to determine interest in specific topics. Conduct group education meetings at each of the main locations. 		

Other Services, as described below or in the attached separate document:

CWM RETIREMENT PLAN CONSULTING SERVICES AGREEMENT: APPENDIX C

Client Initials _____

FEE SUMMARY

<p><input type="checkbox"/> Flat Fee: Annual Flat Fee: \$ _____</p> <p>Payment Schedule:</p> <p>Monthly \$ _____</p> <p>Quarterly \$ _____</p> <p>Semi-Annual (every 6 months) \$ _____</p> <p><i>Client shall pay fees to CWM promptly upon receipt of invoice from Advisor and not later than the first day of the indicated period. Unless noted otherwise below, Client authorizes a third-party to pay the above fees to CWM upon their receipt of invoice.</i></p> <p><input type="checkbox"/> Client does not authorize its TPA, custodian or other applicable third-party vendor to pay the above fees to CWM upon their receipt of invoice from the Client or Advisor.</p>	<p><input type="checkbox"/> Asset Based Charge:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Plan Assets</th> <th style="text-align: right; border-bottom: 1px solid black;">Percentage</th> </tr> </thead> <tbody> <tr><td style="border-bottom: 1px solid black;"> </td><td style="text-align: right; border-bottom: 1px solid black;"> </td></tr> <tr><td style="border-bottom: 1px solid black;"> </td><td style="text-align: right; border-bottom: 1px solid black;"> </td></tr> <tr><td style="border-bottom: 1px solid black;"> </td><td style="text-align: right; border-bottom: 1px solid black;"> </td></tr> <tr><td style="border-bottom: 1px solid black;"> </td><td style="text-align: right; border-bottom: 1px solid black;"> </td></tr> <tr><td style="border-bottom: 1px solid black;"> </td><td style="text-align: right; border-bottom: 1px solid black;"> </td></tr> </tbody> </table> <p>Payment Schedule:</p> <p><input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual (every 6 months)</p> <p><i>Client shall pay fees to CWM promptly upon receipt of invoice from Advisor. Unless noted otherwise below, Client authorizes a third-party to pay the above fees to CWM upon their receipt of invoice.</i></p> <p><input type="checkbox"/> Client does not authorize its TPA, custodian or other applicable third-party vendor to pay the above fees to CWM upon their receipt of invoice from the Client or Advisor.</p>	Plan Assets	Percentage										
Plan Assets	Percentage												
<p><input type="checkbox"/> Expenses:</p> <p>Client agrees to pay reasonable expenses for the following:</p> <p><input type="checkbox"/> Travel related expenses, as necessary, for in-person meetings (e.g., air fare, car rental, hotel) <input type="checkbox"/> Printing, copying, mailing <input type="checkbox"/> Other _____</p>													

All fees above are to be made payable to "Capital Wealth Management, Inc."

CWM RETIREMENT PLAN CONSULTING SERVICES AGREEMENT
RETIREMENT PLAN CERTIFICATION OF INVESTMENT POWERS

Complete this form to establish, add, or change information on a Retirement Plan Client account. Note that you must complete a separate certification of investment powers for each Retirement Plan Client account registration.

For use with all Non-Brokerage, Direct Business, including advisory and consulting arrangements.

Please complete all sections, print clearly, preferably in capital letters and in black ink.

The individuals authorized on this form will supersede any earlier designations.

1. Retirement Plan Client Information

Check if address is new

Name of Retirement Plan

Plan Establishment Date

Address

City

State

Zip

Tax ID

CWM Account Number (if applicable)

Daytime Phone Number

2. Certification of Investment Powers

A. To: Capital Wealth Management, Inc. ("you")

The undersigned certify that the individuals and/or entities listed below (the "Plan Representative(s)") are fiduciaries of the Retirement Plan Client indicated in Section 1 and are authorized to act on such client's behalf (attach an additional sheet of paper if necessary).

(1)

Name (please print)

Street address (if different than Retirement Plan Client's address)

Employer

Occupation

(2)

Name (please print)

Street address (if different than Retirement Plan Client's address)

Employer

Occupation

(3)

Name (please print)

Street address (if different than Retirement Plan Client's address)

Employer

Occupation

CWM RETIREMENT PLAN CONSULTING SERVICES AGREEMENT
RETIREMENT PLAN CERTIFICATION OF INVESTMENT POWERS

- B. You, Capital Wealth Management, Inc. ("CWM") have the authority to accept orders and other instructions relative to the accounts identified herein from those Plan Representatives listed in section 2(A). The Plan Representatives listed in Section 2(A) may execute any documents on behalf of the Retirement Plan Client, which you may require. By signing this form, the Plan Representative(s) hereby acknowledges and certify(ies) that you are authorized to follow any and all instructions from any Plan Representative named herein, and you have no obligation to verify the instructions so received or be responsible for any errors or actions taken in reliance on such instructions. The authority granted herein by Retirement Plan Client ratifies and confirms any and all transactions with CWM heretofore or hereafter.
- C. There are no other Plan Representatives of the Retirement Plan Client other than those listed in Section 2(A).
- D. Should only one person execute this certification, it shall be a representation that the signer is the sole Plan Representative. Where applicable, plural references in this certification shall be deemed singular.
- E. We, the Plan Representatives, have the power under the organization documents of the Retirement Plan Client and applicable law to enter into the transactions and issue the instructions that we make in this account. Such power may include, without limitation, the authority to buy, sell (including short sales), exchange, convert, tender, redeem and withdraw assets (including delivery of securities to and from the account) and to trade securities or otherwise (including the purchase and/or sale of option contracts) for and at the risk of the Retirement Plan Client. We understand that all orders and transactions will be governed by the terms and conditions of all other account agreements applicable to this account.
 - Please check if **NOT** eligible for margin trading
 - Please check if **eligible** for speculative options
- F. We, the Plan Representatives, agree to inform you, in writing, of any change in the composition of the Plan Representatives, or any other event that could alter the certifications made above.
- G. We, the Plan Representatives, agree that any information we give to you on this account will be subject to verification.

Affiliations

Are any of the Plan Representatives affiliated with or employed by a stock exchange or member firm of an exchange?

No Yes If yes**, Plan Representative's Name _____

Company Name and Address

Are any of the Plan Representatives a director, 10% shareholder, or policy-making executive of a public company?

No Yes If yes**, Plan Representative's Name _____

Company Trading Symbol _____

***If yes, a letter of account approval from the Compliance Officer of the employing firm must be provided with this document.*

Certified To You (CWM) By (All Plan Representatives must sign and date)

Plan Representative's Signature _____ Date (required) _____

Plan Representative's Signature _____ Date (required) _____

Plan Representative's Signature _____ Date (required) _____