



Gosselin Consulting Group LLC

CODE OF ETHICS

Annual Update: January 1, 2018

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SECTION 1

Introduction

It is the belief of the founders of Gosselin Consulting Group LLC that any firm entrusted to provide objective advice on financial matters should be held to the highest ethical standards. Our success depends not only on the information and insight we deliver to our clients, but the manner in which our business is conducted with respect to honesty, integrity, professionalism, and transparency. In addition to the internal beliefs and policies of the firm, we are bound by various laws and regulations which govern the conduct of an SEC Registered Investment Adviser.

This Code of Ethics is meant to outline the standards of conduct that all employees and partners of Gosselin Consulting Group LLC shall be expected to uphold, as well as outline all policies related to confidentiality, potential conflicts of interest, personal securities trading, and other areas of employee conduct that have the potential to adversely impact the interests of our clients.

The firm's Chief Compliance Officer (CCO) is responsible for the implementation and enforcement of this Code of Ethics. A record of all employees and partners who have received and agreed to adhere to the Code of Ethics shall be maintained by the CCO. Receipt of the Code of Ethics and acknowledgement of the policies contained therein is required of (in writing) all employees and partners of Gosselin Consulting Group LLC.

SECTION 2

Standards of Conduct

All employees and partners of Gosselin Consulting Group LLC should adhere to the following standards of conduct, both in practice and in spirit. These standards represent the guiding principles of our business.

A Gosselin Consulting Group LLC employee/partner will:

- Act in an ethical manner at all times — in dealings with our clients, prospects, colleagues, all other business relationships, and the public
- Conduct themselves with integrity, honesty, transparency, and professionalism at all times
- Comply with state and federal securities laws at all times, including ERISA law, as applicable
- Encourage colleagues to act in a manner consistent with the guiding principles of the firm
- Act in the best interests of our clients at all times
- Always consider plan participants and their beneficiaries and act in accordance with their best interests when working with employee benefit plans governed by ERISA
- Use reasonable care and exercise professional and prudent judgement in all matters
- Seek to identify and avoid real or potential (or perceived) conflicts of interest for our clients and the firm, and report all such conflicts to the Chief Compliance Officer for review

SECTION 3

Fundamental Responsibilities

All employees and partners of Gosselin Consulting Group LLC should adhere to the following fundamental responsibilities.

A Gosselin Consulting Group LLC employee/partner will:

- Act in the best interests of our clients
- Maintain independence and objectivity at all times
- Provide prudent advice based on an understanding of each client's unique objectives, needs, and circumstances
- Provide full and fair disclosure of all relevant and material information to clients, prospective clients, and other business relationships
- Act always in good faith
- Not knowingly violate any laws, rules, regulations, or policies of the firm
- Not knowingly participate in or assist with the violation of such laws, regulations, or policies
- Not knowingly engage in any act of dishonesty, deceit, fraud, or misrepresentation

SECTION 4

Potential Conflicts of Interest

The employees and partners of Gosselin Consulting Group LLC are bound by this Code of Ethics and the Investment Advisers Act of 1940 to carry out their duties in the best interest of each individual client, and avoid any compromising influences when making decisions that impact the client. Such influences include relationships with various investment management organizations, regardless of if they have been a client of Gosselin Consulting Group LLC at any point in time.

The following specific policies are designed to address potential conflicts of interests:

- In no way will Gosselin Consulting Group LLC's business relationships with a particular investment management organization influence their decision-making as it relates to the merit of a particular investment product or the recommendation of a particular investment product to a plan sponsor client
- Gosselin Consulting Group LLC's investment research process shall be fair and balanced and not include/exclude investment managers based on existing or potential future business relationships with the firm
- Gosselin Consulting Group LLC's research process will not include a "flag" indicating the nature of the business relationship with a particular manager, so as to avoid influencing inclusion in/exclusion from additional screens
- Gosselin Consulting Group LLC will follow a strict peer review system, requiring at least two employees/partners to review all investment manager recommendations for any client/prospect prior to presentation to the client/prospect
- All Gosselin Consulting Group LLC consulting fees are fixed in nature and are to be billed/paid in hard dollars
- Gosselin Consulting Group LLC will not accept "finder's fees", commissions, "soft dollar" payments, rebates, revenue sharing, or other compensation of any kind
- Requests for additional detail on client relationships, including fees paid to Gosselin Consulting Group LLC by a particular client, shall be directed to the Chief Compliance Officer (CCO) for evaluation — so as to ensure client confidentiality is maintained while providing for complete transparency wherever possible
- Should additional potential conflicts of interest arise during the normal course of business, these conflicts shall be escalated to the CCO for evaluation and inclusion in this Code of Ethics going forward

SECTION 5

Confidential Information

Client Information

As a matter of the normal course of business, employees/partners of Gosselin Consulting Group LLC may be provided with sensitive information regarding a particular client's business, employees, pending transactions, or other client-related information that is not otherwise publicly known. Under no circumstances will this information be used for personal gain by the firm or its employees/partners ("insider trading"), nor will this information be provided to others for their gain ("tipping"). This information will not be shared outside of the client relationship under any circumstance, unless required by law.

Security Information

Through the course of due diligence efforts or occasional project work, employees/partners of Gosselin Consulting Group LLC may receive information relative to a particular security that is not otherwise publicly available. Under no circumstances will this information be used for personal gain by the firm or its employees/partners ("insider trading"), nor will this information be provided to others for their gain ("tipping"). This information will not be shared with outside parties under any circumstance, unless required by law.

All materially relevant non-public information received by Gosselin Consulting Group LLC will be held as confidential and not shared with outside parties unless at the direction of the party in question, or as required by regulatory authorities or law enforcement officials, or otherwise required by any applicable law. All confidential information shall be handled and stored in a manner that prevents the mis-use of such information.

All Gosselin Consulting Group LLC employees/partners are required to sign a Privacy Policy, and all client contracts shall include a Confidentiality Clause and/or separate Confidentiality Agreement, in an effort to further protect sensitive client information. A sample Confidentiality Agreement can be found in Exhibit A of this Code of Ethics.

SECTION 6

Personal Securities Trading

General

To protect against potential conflict of interest, all employees/partners will be required to submit personal securities holding records for all reportable securities for which they are the beneficial owner to the Chief Compliance Officer (CCO) for review on a periodic basis. A bank statement or brokerage account statement is the preferred form for submission of this information. Personal securities holdings records of the CCO will be reviewed by at least one other partner to ensure compliance with this Code of Ethics.

The term “beneficial owner” in this case is determined by Rule 16a-1(a)(2) of the Securities Exchange Act of 1934, as amended.

“Reportable securities” are defined in Section 202(a)(18) of the Investment Advisers Act of 1940, as amended, excluding the following: 1) direct obligations of the United States Government; 2) bankers’ acceptances, bank certificates of deposit, commercial paper and high quality short-term debt instruments, including repurchase agreements; 3) shares issued by money market funds; 4) shares issued by registered open-end funds (i.e. mutual funds); or 5) shares issued by unit investment trusts that are invested exclusively in one or more of such open-end funds.

Initial Reporting

- All future employees and partners must submit a record of all reportable securities for which they are the beneficial owner no later than 10 days following their date of hire.
- This record must have an as-of date of less than 45 days prior to submission.
- As of the date of this Code of Ethics, the Chief Compliance Officer has received a copy of the initial personal securities records of all partners of Gosselin Consulting Group LLC

Ongoing Reporting

- As of June and December (month-end) each year, all employees and partners must submit a record of the prior six month’s reportable securities holdings, no later than 45 days following the most recent quarter-end.

Review Process

- The CCO will review these records to ensure compliance with this Code of Ethics upon receipt, and maintain records of these reports for a period of ten years.

All records are confidential, unless requested by government agency or as necessitated by a review of employee/partner conduct in accordance with this Code of Ethics.

SECTION 7

Other Policies

Gifts

In general, employees should not solicit or accept gifts of material value that could influence their decisions on behalf of Gosselin Consulting Group LLC or the firm's clients. Each quarter, each employee and/or partner will submit a gift-log to the Chief Compliance Officer, documenting any gifts given or received for the prior quarter.

Outside Interests & Relationships

Employees must disclose any material interests or relationships which may present a conflict of interest with Gosselin Consulting Group LLC's business or client relationships to the Chief Compliance Officer (CCO). These interests and relationships include those of a business, financial, and personal nature. In addition, all outside business activities that do not explicitly present a conflict of interest should also be reported to the CCO.

Personal Securities Holdings in Client Stock

In the event that a partner or employee owns shares of a prospective client's stock in their personal securities account, the client shall be informed of the partner's or employee's position in advance of signing a contract for services. In addition, no partner or employee will purchase shares of a prospective or current client following initial engagement with that client, as defined by a formal Request for Proposal (RFP). All personal securities holdings will be reported to the Chief Compliance Officer every six months, in accordance with the Personal Securities Trading section of this Code of Ethics. If an employee or partner is an owner of the client's publicly traded stock prior to the date of the formal RFP, the employee and/or partner is permitted to retain their current position or sell that position prior to execution of the client contract, if desired, at their sole discretion.

SECTION 8

Violations

Reporting of Violations

Any violation of this Code of Ethics should be immediately reported to the Chief Compliance Officer (CCO). All reports of potential violation by a third-party are confidential. Any suspected violation of the Code of Ethics by the CCO should be brought to the attention of the other partners of the firm by the suspecting partner/employee and reported as necessary to the SEC or FINRA.

Record of Violations

The CCO will maintain a record of all violations of the Code of Ethics.

Enforcement Actions

Any violation of this Code of Ethics is grounds for disciplinary action up to and including termination of employment by Gosselin Consulting Group LLC. Violations may be referred by the CCO to the SEC or FINRA for appropriate civil or criminal action.

SECTION 9

Training

Initial

The Code of Ethics shall be distributed to all employees and partners upon being hired by Gosselin Consulting Group LLC. Each employee and partner will be required to read and sign the Code of Ethics in the company of the Chief Compliance Officer (CCO), ensuring their ability to have questions answered by the CCO at that time.

Annual

The Chief Compliance Officer (CCO) will annually review the Code of Ethics with all employees and partners of the firm. Special attention will be paid to recent and/or proposed updates and/or amendments at that time. Any material changes to the Code of Ethics will require re-signature by all employees and partners.

On-Going

The CCO will make him/herself available to assist employees/partners with questions they have about the Code of Ethics at any time. As necessary/appropriate (i.e. after a material update/amendment), ad hoc review of the Code of Ethics by every employee may be required by the CCO.

SECTION 10

Review, Amendment, and Record Keeping

Review

This Code of Ethics shall be reviewed periodically (at least annually) by the Chief Compliance Officer (CCO).

Amendment

Upon review by the CCO, the Code will be updated or amended as necessary. Any amendments or updates will require re-circulation of the Code of Ethics to all employees and partners of the firm for their signature.

Record Keeping

The CCO will require Gosselin Consulting Group LLC to maintain record of this Code of Ethics as set forth by Rule 204-2(a)(12) and (13) under the Advisers Act.

SECTION 11

Exhibit A

CONFIDENTIALITY AGREEMENT [*SAMPLE*]

This agreement dated _____, 201__ is made between Gosselin Consulting Group, LLC ("GCG"), a Massachusetts limited liability company, and _____ (the "Company"), a _____.

GCG and the Company are exploring the possibility of GCG providing **[DESCRIBE SERVICES GENERALLY BASED ON TYPE OF CLIENT & SERVICES TO BE PROVIDED]** to the Company (the "Services"). In the course of this exercise and the provision of any Services by GCG (should the parties reach agreement that GCG will provide the Services), the Company and GCG anticipate exchanging confidential information. The confidential information to be exchanged may include, but is not limited to, financial information, research materials, analyses, plan design information, investment information, employee information, trade secrets, ideas, systems, processes, procedures, designs, techniques, technical information, marketing information, pricing, pricing strategies, literature, programs, plans, specifications, applications, demonstrations, business plans, know-how, and other data and information (collectively the "Confidential Information").

Whenever GCG or the Company delivers its Confidential Information to the other party, it is referred to herein as the "Transmitter" and whenever GCG or the Company receives Confidential Information of the other party, it is referred to herein as the "Recipient". In consideration of each party's willingness to explore, evaluate, and discuss the possible provision of Services by GCG to the Company (and if the parties so agree, in consideration of the Company's engagement of GCG to provide the Services), each party is willing to refrain from disclosing or using the Confidential Information of the other party and to keep their negotiations confidential.

Accordingly, the parties agree as follows:

1. Each of GCG and the Company agrees that the Confidential Information it receives as Recipient from the Transmitter is the exclusive property of the Transmitter, that all rights to such Confidential Information belong to the Transmitter, and that the Transmitter has not granted any right, title, or interest to the Recipient in such Confidential Information or in any intellectual property of the Transmitter by virtue of this agreement or of any disclosure of Confidential Information pursuant to this agreement.
2. Each of GCG and the Company agrees not to copy, disclose or use, directly or indirectly, any of the Confidential Information it receives as Recipient from the Transmitter without the prior written consent of the Transmitter, provided that the Recipient may use such Confidential Information solely for the following purposes: (i) each party may use the other's Confidential Information in evaluating whether GCG will provide Services and upon what terms; and (ii) if the Company engages GCG to provide the Services, GCG may use the Company's Confidential Information to deliver the Services and the Company may use GCG's Confidential Information as a consumer of the Services. At any time up until the engagement by the Company of GCG to provide the Services and at any time after the termination of any Services provided by GCG, the Recipient shall return to the Transmitter, upon the Transmitter's request, all copies of the Transmitter's Confidential Information in any form whatsoever without retaining any copies.

3. As a Recipient, each of GCG and the Company shall only transmit Confidential Information of the Transmitter to those of the Recipient's employees or agents that have a need to know such Confidential Information for purposes of (i) evaluating the provision of the Services to the Company by GCG and (ii) providing and consuming the Services if GCG is engaged by the Company to provide the Services. The Recipient agrees to cause each employee or agent of the Recipient to whom the Recipient makes disclosures of such Confidential Information to become familiar with and abide by the terms of this agreement. The Recipient agrees to be responsible for any unauthorized disclosure or use of such Confidential Information by its employees or agents.

4. Confidential Information shall not include information which (i) is already in the public domain or which later enters the public domain, in each case, other than through a breach of this agreement, (ii) becomes known to the Recipient on a non-confidential basis through a third party who is not prohibited from disclosing such information by any obligation to the Transmitter, or (iii) was known or developed by the Recipient prior to receipt from the Transmitter as established by reasonably reliable documentary evidence. If a Recipient is required to disclose Confidential Information of the Transmitter pursuant to court rule or governmental law or regulation, the Recipient may make such disclosure provided that the Recipient gives the Transmitter reasonably prompt notice of any such requirement and provides reasonable cooperation to the Transmitter, at the Transmitter's expense, to attempt to limit such disclosure.

5. Until otherwise agreed by both GCG and the Company, the parties agree to keep confidential the fact that they are investigating and discussing the possible retention by the Company of GCG to provide the Services and the terms being discussed or finally agreed upon.

6. This agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, states the entire agreement of the parties with respect to its subject matter, and supersedes all prior agreements. This agreement may be amended only in a writing signed by the parties. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof.

7. Each party agrees that upon any breach hereof by such party, monetary damages will be inadequate and that the non-breaching party shall be entitled, in addition to all of its other rights and remedies, to injunctive relief, specific performance or other equitable relief to enforce its rights hereunder.

8. Nothing in this agreement obligates either party to proceed with the engagement of GCG to provide the Services or any other transaction or agreement on any terms. Neither party makes any representation or warranty as to the truth, completeness, or accuracy of its Confidential Information, but agrees to communicate it in a good faith belief that it is accurate.

IN WITNESS WHEREOF, each party has executed this agreement as of the date first written above.

GOSSELIN CONSULTING GROUP, LLC

[OTHER ENTITY NAME]

By: _____

By: _____

Title: Member

Title:

Duly Authorized

Duly Authorized