



A copy of the privacy policy and disclosure brochures (ADV Part 2A and 3-CRS) for Retirement Management Systems Inc. (RMS) should accompany this contract. Please call us at (888) 870-7674 if you require copies.

This Savings Plan Management Agreement confirms the understanding among the undersigned client ("Investor") regarding the Savings Plan Management program ("Program") offered by Retirement Management Systems ("Program Provider") and introduced to Investor by a program solicitor ("Solicitor").

Now, therefore, it is agreed as follows:

I. Retention of Program Provider

Investor hereby retains Program Provider to provide the Savings Plan Management services described below with respect to the cash, securities and any other investments held by Investor (the "Investor Assets") within their defined contribution retirement plan ("Plan") in accordance with the terms and conditions set forth in this Agreement. Program Provider agrees to provide the Program for a one-year, renewable term. Investor understands that this Agreement does not become effective until it is reviewed and approved by Program Provider.

II. Program Services

- A. Investor Information.** Investor understands that the Program is based upon the most recent review of Investor's financial situation and investment objectives. Investor may change information regarding Investor's financial situation and investment objectives at any time by informing the Solicitor who introduced Investor to the Savings Plan Management program. Investor will notify Solicitor of any material change in Investor's circumstances, which might affect the manner in which Investor Assets should be invested, and Investor will provide to Solicitor any such information as Solicitor shall request from time to time. Investor acknowledges that Investor Assets will be managed within the Program according to the portfolio model confirmed on the Investor Profile.
- B. Asset Allocation Services and Trading Authorization.** Investor authorizes Program Provider, subject to the terms and conditions of this Agreement, to manage the Investor Assets according to the Investment Policy Statement corresponding with the portfolio selection confirmed on the Investor Profile. Program Provider shall manage Investor's account in the Plan identified on Schedule A hereto (the "Account") by allocating, rebalancing and reallocating Investor Assets among the Plan's investment options available to the Account. Investor understands that when investment options are added to or deleted from the investment alternatives available under the Plan, there may be a reasonable delay following Program Provider's receipt of notification of the change before Investor's Account is rebalanced to reflect the changes.

Investor authorizes Program Provider to act as investment manager for the Investor Assets (pursuant to Section III of this Agreement), effecting transactions with respect to the Investor Assets through the administrator, custodian, or broker-dealer appointed by the Plan ("Plan Administrator"). Investor agrees that Program Provider shall have no obligation to evaluate or otherwise ensure best execution of the timing of transactions. Investor acknowledges that transactions in any specific investment may be executed at different times and prices for client accounts. Pursuant to Section III of this Agreement, Program Provider has no authority to facilitate loans from the Account or redeem, withdraw, dispense or distribute funds from the Account.

- C. Investment Selection, Evaluation and Presentation.** Investor acknowledges that the mutual funds and other securities and investment options available under Investor's Plan ("Funds") have not been selected by Program Provider, and Program Provider does not have the ability to terminate or add to any Funds or securities offered by the Plan. The Program Provider shall review and evaluate the Funds and securities available in the Plan on an ongoing basis to determine appropriate asset allocations.

- D. **Restrictions and Deviations.** Investor may impose reasonable restrictions on the management of the Investor Assets by written request, including designating particular securities that should not be purchased for Investor's Account, or that should be sold if held by Investor's Account; provided, however, that Investor may not require that particular securities be purchased with the Investor Assets. Investor understands and acknowledges that any restrictions Investor imposes on the management of the Investor Assets may cause Program Provider to deviate from investment decisions it would otherwise make in managing the Investor Assets, which may impact the outcome of the strategy. Investor also may, at any time, deviate from Program Provider's asset allocation. In determining whether to adopt, modify or reject the model asset allocation, Investor should consider all of Investor's assets, income and investments. Although Investor's financial professional (Solicitor) may discuss any such deviation with Investor without making any recommendations with respect thereto, the ultimate decision to deviate from the portfolio allocation remains with Investor. Investor further acknowledges that Investor should take into account any assets not designated by the Investor for the Program in determining whether to adopt, modify or reject a portfolio asset allocation.
- E. **Communications with Investor.** Solicitor will be reasonably available to Investor for consultation regarding the allocation of Investor Assets. Solicitor will contact Investor throughout the term of the Agreement to review the allocation of Investor Assets and answer any questions regarding the Account. Program Provider also will be reasonably available to Investor and Solicitor for joint consultation regarding the management of the Investor Assets. For the avoidance of doubt, the activities of Solicitor with respect to the communications described in this section are intended to be investment education rather than investment advice,
- F. **Reports and Statements.** Investor understands that trade confirmations, account statements, annual reports and prospectuses will be mailed directly to Investor from the Plan Administrator.
- G. **Custodial Services.** The custodian appointed by the Plan for Investor's Account shall maintain custody of the Investor Assets.
- H. **Proxy Voting and Class Actions.** Program Provider shall not provide any advice on the voting of proxies or class action lawsuits. Investor, Employer, Plan Administrator, or other person(s) shall remain responsible for voting all proxies related to the Investor Assets in accordance with the Plan's governing documents.

III. Power of Attorney Authorization to Program Provider

- A. Investor hereby grants Program Provider limited discretionary trading authorization for the Investor Assets in the Account, and designates Program Provider as Investor's agent and attorney-in-fact with respect to such Investor Assets. Investor hereby ratifies and confirms any and all orders, instructions and/or acts of Program Provider hereafter given or performed and executed by Program Provider with respect to the Investor Assets.
 - 1. Program Provider is hereby designated the true and lawful agent of Investor for, and in the name, place and stead of Investor to operate and conduct **trading** for the Account in which the Investor Assets are held, and in conjunction therewith, and in its sole discretion, and at Investor's risk, to purchase, sell, exchange, and otherwise trade the Investor Assets, and to act on behalf of Investor in all other matters necessary or incidental to the handling of the Investor Assets and all transactions with respect thereto.
 - 2. ***Under no circumstances will Program Provider facilitate loans from the Account or redeem, withdraw, dispense, or distribute funds from the Account.***
- B. Investor hereby authorizes Program Provider to access the Plan data for the Account and to use the access information provided by Investor to obtain such access. Investor understands that Solicitor and Program Provider take all reasonable precautions to safeguard investor's website credentials. Depending on the functions allowed by the Plan's custodian website, access to the Investor's account by unauthorized personnel could result in adverse consequences, including distributions, loans, address changes, and beneficiary changes.

Investor further authorizes Program Provider to add Program Provider's email and/or telephone number to the record keeping system of the Account in circumstances where the system may generate a security code for two-factor authentication.

- C. The Plan Administrator is hereby fully authorized to act and rely on the authority and power vested pursuant hereto in Program Provider. Investor confirms that Program Provider is the sole agent pursuant to the power of attorney of Investor, and understands that Program Provider is in no respect an agent or representative of Solicitor or Plan Administrator, and that all acts and transactions of Program Provider are solely for the

Investor Assets that Program Provider manages and are the responsibility of the Investor. Without imposing any obligation on Plan Administrator, nothing herein contained is intended to require Plan Administrator to act on any instructions of Program Provider in any instance in which Plan Administrator for any reason desires not to act on any such instructions. In the event the Plan has protection guarantees in place that may be voided by Investor's sharing of website credentials, Program Provider is not responsible for any loss afforded by that protection.

- D. These powers of attorney are durable and shall not be affected by the subsequent disability or incapacity of Investor and, if Investor is an individual acting on Investor's own behalf, shall terminate upon written notice of Investor's death. Investor agrees to hold Solicitor and Program Provider harmless against any claim or action arising directly or indirectly as a result of transactions relating to Investor Assets initiated before receipt by Program Provider of written revocation by Investor of these powers of attorney or written notice of Investor's death.

IV. Fees

- A. **Program Fees Generally.** Investor will be charged a fee ("Program Fee"; see Schedule B attached) payable upon acceptance of this agreement, and each year on the anniversary date of the Agreement ("Anniversary Date"). Investor understands that Program Provider will receive a portion of the Program Fee for its asset allocation services, and may pay a Solicitor fee to persons introducing Investor to the Program.
1. Program Provider shall send Investor notice of annual renewal in the month prior to the Anniversary Date. Program Provider reserves the right to adjust the Program Fee upon renewal of this Agreement, at which time Investor will have the opportunity to renew at the new fee or terminate this Agreement in accordance with Section IX.D.
 2. If the fee due (whether annual payment or quarterly or monthly installment payment) is not received by Program Provider before 30 days after the Anniversary Date, Program Provider shall be released of any obligations under this Agreement until such time as the Program Fee, or portion thereof, is received.
 3. Program Fees, including refunds and discounts, may be negotiated and may differ from client to client based upon a number of factors, including, but not limited to, the application of prior fee schedules, participation in other programs of Solicitor or Program Provider, or participation of family members in such programs. Investor may choose to pay the annual Program Fee in monthly or quarterly installments. However, in the event Investor terminates service prior to the final installment payment, Investor remains obligated to pay remaining portion of **annual** Program Fee.
 4. In the event of a disputed amount of fees, Investor shall notify the Program Provider of the disputed amount in writing and shall pay, or shall direct the Plan custodian to remit, the undisputed amount to Program Provider. Program Provider agrees to provide reasonable supporting documentation concerning any disputed fee within thirty (30) calendar days after receipt of written notification of such dispute. Both parties agree to make a good faith effort to resolve any such Fee dispute by teleconference within sixty (60) calendar days of the date such dispute was brought to the attention of Program Provider. If such dispute remains unresolved after such sixty (60) day period, the parties may proceed with any and all available legal remedies consistent with this Agreement.
- B. **Investment Company Fees and Disclosures.** Investor understands and acknowledges that each investment company in which the Investor Assets may be invested, including, but not limited to, Funds and certain other securities (such as ADRs and REITs), bear their own investment Advisory fees and other expenses, which are described in the applicable prospectus and may be borne proportionately by shareholders, including Investor. Such fees and expenses are in addition to Program Fees paid pursuant to this Agreement and will not be reflected on Program Provider documents. Investor acknowledges that copies of the applicable prospectuses have been provided or made available prior to any investment in such Funds.
- C. **Miscellaneous Fees to Program Provider.** Apart from any Program Fees payable hereunder, Program Provider and its respective affiliates may receive a fee from certain employee benefit plans.
- D. **Other Fees.** Program Fees cover the services described in this Agreement provided by Program Provider, but do not cover execution and custodial services provided by Plan Administrator or any other Plan expenses or fees. The Program Fee is in addition to any fees the Plan charges its participants. While Program Provider endeavors to avoid any fees associated with transactions within the account, it cannot guarantee fees will not be assessed. Program Provider is not responsible for any transaction fees.

V. Special Investment Considerations

- A. Investor understands and acknowledges that an investment in the Program could lose value and that Investor's Account could lose money. Investor recognizes that all opinions, advice, recommendations, or suggestions are based on information and research derived from original or published sources believed to be accurate and reliable, but recognized as not infallible. Investor understands and acknowledges that there can be no guarantee that Investor's investment objectives will be achieved, that the asset allocation will prove to be profitable in the future, or that the allocation will equal the performance of any previous asset allocation. Investor also recognizes that any losses resulting from the inaccuracy of information as it may affect the timing of transactions are normal market risks to be borne by Investor.
- B. Investor understands and acknowledges that certain strategies available in the Program may utilize certain investment vehicles and strategies, which may carry a higher degree of risk or incur greater volatility than other strategies available within the Program.

VI. Confidentiality

Solicitor and Program Provider shall maintain the confidentiality of information about Investor pursuant to Regulation S-P and any other applicable law, unless otherwise required by applicable law. Investor acknowledges that Solicitor may disclose confidential information pertaining to the Investor to Program Provider, the Plan Administrator and other service providers for the sole purpose of providing Program services to Investor. Likewise, Investor acknowledges that Program Provider may disclose confidential information pertaining to the Investor to Solicitor, the Plan Administrator and other service providers for the sole purpose of providing Program services to Investor.

VII. Representations

A. Investor Representations and Warranties

1. Investor hereby represents and warrants that Investor is of full age and has full power, authority and capacity to execute and deliver this Agreement and all documents relating to the Investor Assets, and that this Agreement constitutes a legal, valid and binding obligation of Investor enforceable against Investor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally. Investor agrees to advise Program Provider of any event that might affect this authority or the propriety of this Agreement.
2. Investor represents and warrants that the financial information Investor provided is complete and accurate in all respects. Investor will notify Program Provider of any material change in Investor's circumstances, which might affect the manner in which Investor Assets should be invested, and Investor will provide to Program Provider any such information as Program Provider shall request from time to time.
3. Investor agrees and acknowledges that the investment services, information and materials provided by Program Provider are provided to enable Investor to implement a personalized investment plan, if applicable, and to select suitable strategies and monitor the performance of the Investor Assets.
4. Investor represents that Investor has determined that the Program and the allocation selected for the Investor is suitable for Investor and that Investor has had the opportunity to review and understands the strategies of Program Provider and the methodologies and risk factors related to such strategies.
5. Investor agrees and acknowledges that neither the Employer, the Plan Administrator nor Program Provider have endorsed or recommended that Investor retain Program Provider to perform the services under this Agreement.
6. Investor agrees and acknowledges that Program Provider does not act as, nor has agreed to assume the duties of a trustee or plan administrator, and has no discretion to interpret the Plan or to take any other action with respect to the management, administration or any other aspect of the Plan.
7. Investor agrees and acknowledges that Program Provider shall not, and cannot, provide legal or tax advice to Investor.
8. Investor agrees that Program Provider may communicate with Investor through the use of electronic communications including electronic mail.

9. Program Provider makes electronic delivery of certain documents available to clients. By not selecting the option to opt-out of electronic delivery of Form ADV Part 2A and 3-CRS on page 8 and signing this document, you consent to receive electronic mail (email) on the terms set forth: i) to view and print the documents, you will need Adobe Acrobat Reader. If you do not have Acrobat Reader, you can download a free version of the program at www.adobe.com. If you are unable to download, view, or print the documents, contact the Program Provider for assistance or to request a free copy of these documents ii) by not opting out of electronic delivery, providing an email address, and signing this document, you consent to electronic delivery of Form ADV Part 2A and 3-CRS. You may elect the option to not consent to electronic delivery and a copy of Form ADV Part 2A and 3-CRS will be mailed to your address of record. Program Provider reserves the right to use paper delivery at any time at its sole discretion iii) the consent to electronic delivery will remain in effect until our business relationship is fully terminated, and delivery of the Form ADV Part 2A and 3-CRS is no longer required, or the consent is revoked. You may revoke your consent for future electronic delivery at any time by providing us with written notice iv) Program Provider does not charge for the electronic delivery, but you could incur expenses from an Internet Service Provider when you access information online. Internet Service Providers may occasionally experience system failures, and hyperlinks to documents may not function properly. You may request a paper copy of the documents at any time by contacting the Program Provider.
10. The foregoing acknowledgments, representations, warranties and agreements are continuing and are understood to be relied upon by the Program Provider, and Investor will promptly notify Program Provider in writing in the event that any of the foregoing acknowledgments, representations, warranties or agreements are, or are anticipated to be, no longer true.

- B. **ERISA Representations.** If the Account is subject to the Employee Retirement Income Security Act of 1974 (“ERISA”), Program Provider shall: (i) act in a fiduciary capacity as defined by ERISA with respect to the Account in discharging its responsibilities, as provided under this Agreement, provided that Program Provider shall not be acting as a fiduciary of the Plan in any other way and shall not have any fiduciary responsibility for the Plan generally; (ii) acknowledge in writing that it is an investment manager within the meaning of Section 3(38) of ERISA with this Agreement constituting such acknowledgment; (iii) manage the investments in the Account in accordance with the applicable provisions of ERISA; and (iv) maintain any bond coverage required for each to perform its obligations under this Agreement in accordance with ERISA and applicable law. Notwithstanding anything to the contrary, Program Provider shall not be responsible for preventing the Plan Administrator or other fiduciaries of the Plan from breaching their fiduciary duties and shall be liable for another fiduciary’s breach of fiduciary duty only to the extent that the Program Provider fails to comply with section 404(a)(1) of ERISA in the administration of the Program Provider’s specific responsibilities under this Agreement and such failure enables the other fiduciary to commit a breach of fiduciary duty.

VIII. Limitation of Liability

- A. **Program Provider.** Investor expressly agrees that Program Provider shall not be liable in any way relating to the investment results of the advice or services rendered hereunder, as long as the advice and services are rendered by it in good faith, and provided that Program Provider is not in violation of federal and state laws (of the state in which Investor resides) regulating the Advisory services to be rendered hereunder. The foregoing does not limit a person’s right to institute legal proceedings under federal and state securities laws.
- B. **Plan and Plan Provider.** This Agreement serves as confirmation of a business relationship between the individual Investor and Program Provider. The Employer, the Plan and Plan Administrator are under no circumstances accountable or liable for actions taken in the context of this Agreement, or as a result of this Agreement.

IX. Assignment, Amendment or Termination of Agreement

- A. **Term of Agreement.** The term of this Agreement shall begin when the Program Provider is able to access the Investor account and shall continue for twelve (12) months. This Agreement is automatically renewable every twelve (12) months and shall remain in effect until it is terminated in accordance with Section IX.D.
- B. **Assignment.** This Agreement shall not be the subject of a transfer, “assignment” (as defined by the Investment Advisers Act of 1940, as amended, the “Advisers Act”), sold or in any manner hypothecated or pledged by Program Provider without the prior consent of the Investor.
- C. **Amendment.** Program Provider shall have the right to amend this Agreement upon providing thirty (30) days notice to Investor by modifying or rescinding any of its existing provisions or by adding a new provision. Any

such amendment shall be effective as of a date to be established by Program Provider to the extent such date is permissible under applicable law.

- D. **Termination.** Investor may terminate this Agreement at will upon providing thirty (30) days written notice to Program Provider. Program Provider may terminate this Agreement upon providing thirty (30) days written notice to Investor. In either event, the parties may agree to a shorter notice period. This Agreement will not automatically terminate upon the termination of the Solicitor's Agreement for Savings Plan Management between Solicitor and Program Provider; however Investor will be notified of said termination.
1. The termination of this Agreement does not affect Investor's obligation to pay the annual fee, unless termination occurs within 30 days after the renewal Anniversary date, coincides with termination of service from Employer or provider of the Plan, or coincides with termination due to Investor's disagreement with Agreement Amendments (IX.C), at which time a pro-rated refund may be applied.
 2. Investor has the right to terminate this Agreement without penalty within five (5) business days of entering this Agreement. Notwithstanding anything to the contrary herein, if Investor terminates this Agreement within five (5) business days of Program Provider's acceptance of this Agreement, Investor will receive a full refund of the Program Fee.
 3. Upon termination of this Agreement by either party, the power of attorney in Section III of this Agreement shall be revoked, Program Provider will not be under any obligation to provide further services with regard to Investor Assets, and Investor will be solely responsible for the investment of the Investor Assets. Investor agrees that any termination of this Agreement will not affect the liabilities or obligations of the parties under this Agreement which arise from transactions initiated prior to termination, including the provisions regarding arbitration, which shall survive any termination of this Agreement. Program Provider retains the right to complete any transactions that are open as of the termination date.

X. Governing Law; Arbitration

- A. **Unless unenforceable under applicable law, Investor and Program Provider agree that all controversies between Investor and Program Provider or any of their present or former officers, directors, agents, or employees, or affiliates, arising out of or relating to the Investor Assets, to transactions with Investor or for Investor, or to this Agreement or the breach hereof, shall be determined by arbitration. Any arbitration under this Agreement shall be before the American Arbitration Association or any arbitration facility provided by any other securities exchange of which Program Provider is a member, in accordance with the rules of such organization. Investor may elect whether arbitration shall be before and in accordance with the rules of one of the aforementioned arbitration forums by registered letter addressed to the Program Provider at its office of record. If Investor fails to notify Program Provider of such election by registered mail addressed to Program Provider at its main office within five (5) days after receipt from Program Provider of the request to make such an election, then Program Provider may make such election. Venue selected for arbitration will not be a detriment to Investor. The foregoing shall apply to controversies with any of Program Provider's present or former employees or affiliates relating to the Investor Assets and transactions with Program Provider. Notice primarily to, in conjunction with, or incident to arbitration may be sent to Investor by mail and personal service is hereby waived. Judgment upon any award rendered by the arbitrators may be entered in any court of competent jurisdiction. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute 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; (ii) the class is decertified; (iii) Investor 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.**
- B. **The following disclosure is required by various regulatory bodies but shall not limit the applicability of the arbitration provision to any controversy or claim, which may arise between Investor and Program Provider.**
1. **Arbitration is final and binding on the parties.**
 2. **The parties are waiving their right to seek remedies in court, including the right to jury trial.**
 3. **The parties are not waiving their right to seek a judicial forum where such waiver would be void under the federal securities laws.**

4. **Pre-arbitration discovery is generally more limited than and different from court proceedings.**
 5. **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.**
 6. **The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**
- C. **This Agreement shall be governed by the laws of the State of Maryland without regard to its choice of law or conflicts of law principles, except to the extent superseded by federal law, except that the determination under Section VIII.A. of whether any activity of Program Provider violates the law of the state in which Investor resides shall be determined pursuant to the laws of such state and shall inure to the benefit of Program Provider's successors and assigns, and shall be binding on Investor and/or Investor's representatives, attorneys-in-fact, heirs, executors, administrators and assigns. In the event of Investor's death, any order which Investor had given Program Provider shall be binding on Investor's estate representative until Program Provider receives actual notice thereof.**

XI. Miscellaneous

- A. It is understood that Investor may make additions to and withdrawals of Investor Assets.
- B. This Agreement constitutes and contains the entire understanding between the parties and supersedes all prior and contemporaneous oral or written statements dealing with the subject matter herein. No covenant, representation, or condition not expressed in this Agreement shall affect the express provisions of this Agreement.
- C. Services provided by Program Provider shall be in compliance with the Advisers Act, ERISA, the Code, rules and regulations there under, and applicable state laws regulating services provided by this Agreement.
- D. Retirement Management Systems is an intended third party beneficiary of this Agreement and has the right to enforce any of the other parties' obligations contemplated herein. No other party is an intended third party beneficiary, and no other third party shall have any rights, duties, claims, or obligations of any kind under this Agreement.
- E. If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court, regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The failure of Program Provider to insist at any time upon strict compliance with this Agreement or with any of its terms or any continued course of such conduct on its part shall not constitute or be considered a waiver by Program Provider of any of their rights.
- F. Except as otherwise provided herein, all written communications to Program Provider pursuant to this Agreement shall be sent to Program Provider's home office. All communications mailed, emailed, wired, or telegraphed to Investor at the address specified by Investor, with the exception of notices pursuant to Section X of this Agreement, shall, until Program Provider has received notice in writing from Investor of a different address, be deemed to have been personally delivered to Investor and Investor agrees to waive all claims resulting from failure to receive such communications.
- G. Investor understands that Investor retains the right to proceed directly as a security holder against any issuer of any security that constitutes Investor Assets and shall not be obligated to join any person involved in the operation of the Program or any other client in the Program as a condition precedent to initiating any such proceeding.
- H. By signing this Agreement, Investor acknowledges receipt of (i) a copy of this Agreement; (ii) Program Provider's disclosure brochures (ADV Part 2A and 3-CRS) as required by Rule 204-3 under the Advisers Act; (iii) Program Provider's privacy policy; and (iv) Program Provider's status as an investment manager under Section 3(38) of ERISA.
- I. All section headings of this Agreement are for convenience only, and do not affect the meaning or interpretation of this Agreement, nor construed as decreasing or enlarging the provisions of this Agreement.
- J. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one instrument, which may be sufficiently evidenced by any counter part.
- K. This Agreement shall be construed in accordance with its fair meaning as if prepared by all parties hereto,

and shall not be interpreted against either party on the basis that it was prepared by one party or the other. Words used herein in the masculine gender shall include the neuter and feminine gender. Words used herein in the neuter gender shall include the masculine and feminine, words used herein in the singular shall include the plural, and words used in the plural shall include the singular, wherever the context so reasonably requires. Schedules, forms, notices and appendices shall be treated as part of this Agreement.

- L. In any action brought by either party against the other party to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs of such action.
- M. Any reference in this Agreement to a section of ERISA, the Code, the Advisers Act, or other applicable law, or to any regulations or administrative pronouncements thereunder, shall be deemed to include a reference to any modifications or any amendments thereof, and any successor provision of ERISA, the Code, the Advisers Act or other applicable law, or any successor regulations, sub-regulatory guidance, or administrative pronouncements thereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year indicated below, intending to be legally bound hereby.

Investor

INVESTOR NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

TELEPHONE: _____ HOME WORK CELL

DATE OF BIRTH: _____ **SOCIAL SECURITY:** _____

EMAIL: _____

INVESTOR SIGNATURE: _____ **DATE:** _____

In the Agreement above, you acknowledged that we may use means to communicate with you (section VII.A.8). Please indicate if you would like to opt out of the email consent. If electronic communication is NOT approved, there may be delay in communicating with you regarding updates and notices.

I Opt Out of electronic communications

Program Provider makes delivery of Form ADV Part 2A and 3-CRS by electronic mail (email) available to clients. If clients opt out of electronic delivery, they will be delivered by postal mail.

I Opt Out of electronic delivery of Form ADV Part 2A and 3-CRS (Disclosure Brochures)

Solicitor

SOLICITOR FIRM NAME: _____

SOLICITOR SIGNATURE: _____ **DATE:** _____

SOLICITOR PRINT NAME: _____

RMS

RETIREMENT MANAGEMENT SYSTEMS INC.

BY: _____ **DATE:** _____

**Schedule A
Savings Plan Information**

The following Investor information is necessary to manage your account.

All personal information is kept strictly confidential.

Employer	
Savings Plan Provider (i.e., Fidelity, etc.)	
Savings Plan Website Address	www.
Account Number(s) (If more than one account is listed on the statement please specify which account(s) RMS will be managing.)	

If account is a Brokerage Link, please refer to Special Instructions Form on page 14.

Please attach a copy of a recent account statement!

In order to manage your defined contribution account, we need online access to it using the login credentials you have created for the account. Please ensure that you know your login credentials, along with any answers to additional security questions you need for accessing the account online.

Maintaining the privacy of those login credentials is very important to us. Therefore, we adhere to the following process:

ONCE WE ESTABLISH YOUR ACCOUNT, WE WILL SEND YOU A SEPARATE EMAIL WITH INSTRUCTIONS FOR ENTERING YOUR LOGIN CREDENTIALS. IF YOU ARE UNCOMFORTABLE ENTERING YOUR CREDENTIALS ON OUR WEBSITE, YOU MAY CALL US DIRECTLY.

THE EMAIL WILL HAVE THIS SUBJECT LINE:

RMS ALERT: SAVINGS PLAN MANAGEMENT ACTIVATION

Please do not ignore this email, as this would only serve to delay the final activation of your account.

**Schedule B
Payment Form and Solicitor Disclosure Statement**

Solicitor below has been appointed and authorized by Retirement Management Systems (RMS), a Registered Investment Adviser, to act as a Solicitor on its behalf. Neither Solicitor, its broker dealer, registered investment adviser, nor company are affiliated with RMS. Solely to the extent that it has recommended RMS to Investor, Solicitor is acting as a fiduciary within the meaning of Section 3(21) of ERISA.

The Solicitor's primary role under the Solicitor's agreement with RMS is to introduce and assist solicited clients in establishing a relationship with RMS, and to inform solicited clients who are retirement plan participants about the RMS advisory service. The ongoing relationship Solicitor will have with solicited client includes periodic contact to assist solicited client in understanding the advisory program, obtaining or updating solicited client information on behalf of RMS, providing education regarding the various risk levels found in RMS portfolios, and helping solicited client choose the most suitable portfolio.

Solicitor receives compensation for these services from Retirement Management Systems. Solicitor compensation will be the difference between the fee charged (see Fee Schedule below) and the RMS fees of 0.12% of assets under management or \$240, whichever is greater, up to a maximum \$1,500. As different compensation may be paid by RMS to different solicitors, you may pay more or less than other clients for RMS services in the aggregate as a result of a particular solicitation arrangement.

Enclosed is a copy of the Form ADV Part 2A and 3-CRS of Retirement Management Systems. These are the RMS disclosure brochures under the Investment Adviser's Act and required by the Securities and Exchange Commission to be provided to any prospective client before establishing a relationship with RMS.

<p>Approximate Account Balance</p> <p>\$ _____</p>	<p>Annualized Fee Schedule</p> <p><i>NOTE: If service is billed as a Flat Fee, only complete line 2. If billing as a percent of assets under management, you MUST complete both lines 1 and 2.</i></p>
<p>Payment Frequency**</p> <p><input type="checkbox"/> Monthly</p> <p><input type="checkbox"/> Quarterly</p> <p><input type="checkbox"/> Annually</p>	<p>1. The fee for Savings Plan Management is _____% of the assets being managed.</p> <p>2. For the first year, the fee is estimated to be \$_____</p> <ul style="list-style-type: none"> • Actual amount will be based on account value at time RMS establishes the account. • This amount is recalculated annually on the anniversary date of the contract.

***Investor may choose to pay the annual program fee in monthly or quarterly **installments**. Please refer to Sections IX.A and IX.D.1 above for information regarding Term of Agreement and Termination of Agreement.*

Solicitor Name: _____

Solicitor Signature: _____ Date: _____

Investor Name: _____

Investor Signature: _____ Date: _____

**Schedule C
Payment Method**

Name: _____

Billing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ **Email:** _____

CHECKING or SAVINGS Account (ACH) (Please include a voided check if from checking account)

Routing Number

Account Number

Checking

Savings

CREDIT CARD

Visa

MasterCard

Discover

American Express

Credit Card Number

Expiration Date

CHECK is enclosed. *Only available with **Annual** Payment Frequency.*

Mail Check Payable to: Retirement Management Systems, Inc., 696 Ritchie Highway, Suite 200-B, Severna Park, MD 21146

Deduct from Account (*Only available in certain tax exempt employer plans custodied with Fidelity or TIAA; additional forms required*)

Payroll Deduct

Third Party Account (e.g., Pershing)

Payer Signature: _____ Date: _____

Investor Profile

Name: _____

Date: _____

1. When do you expect to begin spending the money within this account?

- Immediately **(0)**
- 1-3 years **(1)**
- 4-6 years **(2)**
- 7-10 years **(4)**
- 11-15 years **(6)**
- 16-20 years **(9)**
- 21 or more years **(12)**

2. How would you describe your level of investment knowledge?

- Novice **(1)**
- Somewhat experienced **(2)**
- Experienced **(3)**

3. How many months could you continue to meet all your living expenses from existing savings and checking accounts if you suddenly lost your income?

- Less than one month **(1)**
- 2 to 3 months **(2)**
- More than 3 months **(3)**

4. What is your investment objective?

- Preserve the purchasing power of my money **(1)**
- Generate income while also preserving the principal of my money **(3)**
- Moderately increase the value of my account, even though I may experience moderate losses **(6)**
- Significantly increase the value of my account, even though I may experience significant losses **(9)**

5. Which statement best describes your attitude about your portfolio performance over any ONE YEAR period?

- I'd have a hard time stomaching any loss **(1)**
- I can tolerate a 5% loss **(3)**
- If I lost 10%, I'd be concerned but would not change my strategy **(5)**
- I wouldn't worry about losses in that timeframe **(7)**

6. Which statement best describes your retirement preparedness?

- I know how much I need and I'm on track
- I think I'm on track, but don't know for sure
- I'm not on track and am running out of time

7. You are a contestant on a TV game show and you can choose one of the following options:

- A \$1,000 cash prize **(1)**
- A 50% chance of winning \$5,000 with a 50% chance of winning nothing **(3)**
- A 5% chance of winning \$50,000 with a 95% chance of winning nothing **(5)**

8. Which of the following statements best describes how you feel about fluctuations in the value of your portfolio?

- I have no tolerance for fluctuations **(1)**
- I feel somewhat uncomfortable with fluctuations **(3)**
- I do not mind seeing fluctuation **(5)**

9. How do you think your spouse or best friend would describe you?

- Completely risk averse **(0)**
- A cautious person **(2)**
- Willing to take chances **(4)**

10. Which hypothetical portfolio are you most comfortable with, considering these theoretical four year returns?

	A	B	C	D
Year 1	2%	4%	5%	6%
Year 2	-3%	-9%	-15%	-22%
Year 3	8%	14%	19%	25%
Year 4	2%	3%	8%	10%

- A **(3)**
- B **(6)**
- C **(9)**
- D **(12)**

Scoring Key:

8 – 13 = Income and Preservation

14 – 19 = Capital Preservation

20 – 26 = Conservative Growth

27 – 34 = Growth & Income

35 – 42 = Balanced Growth

43 – 51 = Growth

52 – 60 = Aggressive Growth

SCORE: _____

SAVINGS PROFILE (complete only if NOT already retired)	
Preferred Retirement Age:	Annual Salary: \$
Preferred Age to begin Withdrawals:	Annual Bonus (if applicable): \$
Will you receive a pension? Yes No	% of Salary contributed to account:
If yes to pension, what is monthly pension amount: \$_____	Annual contribution to account in Dollars: \$
This account represents what percent of your Retirement Savings? _____%	Company Match: \$_____ up to _____%

For Solicitor to Complete:

PORTFOLIO STRATEGY SELECTION	
Solicitor, using the scoring key above, please score the Investor Profile questionnaire. After discussing the results with Investor, please confirm the selection of an appropriate portfolio strategy below:	
<input type="checkbox"/> INCOME & PRESERVATION (LEAST RISK) <input type="checkbox"/> CAPITAL PRESERVATION <input type="checkbox"/> CONSERVATIVE GROWTH <input type="checkbox"/> GROWTH & INCOME <input type="checkbox"/> BALANCED GROWTH <input type="checkbox"/> GROWTH <input type="checkbox"/> AGGRESSIVE GROWTH (MOST RISK)	<p style="text-align: center;"><i>INVESTOR UNDERSTANDS THE RISK AND RETURN CHARACTERISTICS OF THE SELECTED STRATEGY</i></p> <p style="text-align: center;">_____ SOLICITOR INITIALS</p>

Model Variance:

If the selected strategy differs from the one indicated by the Investor Profile scoring, **please give reasons for variance in the detail space below.**

Detail

Investment Advisory Services

Special Instruction Form

(check all that apply and give detail in the space provided)



Company Stock:

Our investment policy is to hold NO company stock within a client portfolio. However, we understand the occasional need to do so, whether from employee holding requirements or affinity to the stock. When instructed to hold company stock within the portfolio we will 'carve out' the stock and allocate the remaining assets to the specified strategy. Investor understands that any company stock allocation will cause the risk and return characteristics of the portfolio to differ from those of the modeled strategy.

- A. If you are requesting an investment in company stock, what percent of the portfolio should company stock represent? _____%
- B. Would you like future contributions to match the percentage of company stock above?
 Yes No



Brokerage Link Account:

Some retirement plans offer participants the ability to invest through a brokerage account that is "linked" to the main account. If you have that ability and you want Retirement Management Systems to manage the Brokerage Link account, please complete the information below:

For Brokerage Link Accounts Only	
In order for RMS to manage the Brokerage Link account, it must be opened and funded.	Brokerage account is opened?: Yes <input type="checkbox"/> No <input type="checkbox"/> Brokerage account is funded?: Yes <input type="checkbox"/> No <input type="checkbox"/>
What percent of the total account value will be managed in the Brokerage Link account? <i>(RMS is NOT responsible for regular rebalancing of money from the Core account into the Brokerage Link account and vice versa.)</i>	_____ % Will future contributions go to the Core account or Brokerage Link account? Core Account <input type="checkbox"/> Brokerage Link <input type="checkbox"/>
If Core account is less than or equal to \$50,000 or 15% of the total, the Core account may be invested in an asset allocation fund.	Will RMS be managing both Core account and Brokerage Link? Yes <input type="checkbox"/> No <input type="checkbox"/>



No Special Instructions are Applicable

Investor Signature: _____ Date: _____

New Account

To: Retirement Management Systems

From:

Fax: (410) 573-1196

Pages:

Phone: (888) 870-7674

Date:

Re: Savings Plan Management Account

cc:

Good Order Checklist:

- Signed copy of Savings Plan Management agreement (*All pages of agreement required*)
 - Schedule A: Savings Plan Information Form
 - Schedules B and C: Payment and Method Forms
 - Investor Profile Questionnaire
 - Investment Advisory Services Special Instruction Form

- Copy of recent quarterly account statement

Investor Name: _____

Solicitor Name: _____

Return completed agreement to:
Retirement Management Systems
696 Ritchie Highway, Suite 200-B
Severna Park, MD 21146
Phone: (888) 870-7674
Fax: (410) 573-1196 or
Email: newaccounts@manage401k.com

NOTE: Emails containing completed Agreements MUST be sent SECURELY