

THE RETIREMENT CORPORATION OF AMERICA

MONEY MASTERS ONLINE DISCRETIONARY INVESTMENT MANAGEMENT AGREEMENT

The Retirement Corporation of America, (“Advisor,” “we,” “our” or “us”), a registered investment advisor, and you (“you” or “your”) agree to enter into an investment advisory relationship through our website (the “Website”), in accordance with this discretionary investment management agreement (“Agreement”). This Agreement is effective as of the first day a brokerage account is opened through the Website and such account is ready to receive trading instructions from Advisor (the “Effective Date”).

You and Advisor agree as follows:

Services.

You hereby appoint us as an investment advisor to perform the services hereinafter described, and we accept such appointment. We will act as your investment advisor and provide you with advice on the investment of the assets and accounts that we are managing under this Agreement (“Assets”). We will manage, periodically monitor and review the Assets in accordance with the information you provide to us through the Website regarding your investment needs, goals, objectives and risk tolerance (your “Profile”).

You appoint us as your attorney-in-fact and grant us limited power-of-attorney (coupled with an interest) with discretionary trading authority over the Assets to buy, sell and otherwise effect investment transactions related to the Assets. You authorize us, without your consent to (a) implement transactions for your Assets; (b) buy, sell and trade stocks, bonds, mutual funds, index funds, exchange traded funds, short-term money-market instruments and other similarly traded securities; and (c) give instructions to the broker-dealer and the custodian of your Assets.

Management Fees.

Our annual fee for the investment management services provided to you under this Agreement will be an asset-based fee of 0.50% (the “Fee”). The Fee is prorated and billed on a quarterly basis, in arrears, based upon the average daily balance of the Assets in the previous quarter. No portion of the Fee will be based on capital gains or appreciation of the Assets.

You authorize us to deduct the Fee directly from the account(s) where such Assets are held, pursuant to applicable custody rules. It is your responsibility to verify the accuracy of the calculation of the Fee; the custodian will not do so.

In addition to the Fee, unaffiliated third parties may impose certain charges. These charges may include, but are not limited to, custodial fees, brokerage commissions, transaction fees, charges imposed directly by a mutual, index or exchange traded fund, transfer taxes, and wire transfer and electronic fund fees. We do not receive any portion of these commissions, fees or costs.

Additions and Withdrawals.

You may make additions to and withdrawals from your Assets at any time, provided that all partial withdrawals comply with our required account minimum of \$1,000.00, or such minimum as may be revised from time to time. We design our portfolios as long-term investments and Asset withdrawals may impair the achievement of your investment objectives.

Custodian.

We will not maintain physical custody of your Assets. Your Assets will be held in the custody of a custodian meeting the requirements of a “qualified custodian” under Rule 206(4)-2 of the Investment Advisers Act of 1940.

Reports and Statements.

The broker-dealer or custodian of your Assets will be responsible for sending confirmations of each transaction executed for the Assets and a brokerage statement no less than quarterly to you directly. We may also send you a report, including an inventory of holdings and performance from time to time. We recommend that you compare and verify the information in our report with the information on the statements you receive directly from the custodian.

Proxies.

The Advisor shall be responsible for (a) directing the manner in which proxies solicited by issuers of securities will be voted and (b) making all elections relating to mergers, acquisitions, tender offers, bankruptcy proceedings and other events pertaining to the securities. However, you shall maintain exclusive responsibility for all legal proceedings or other type events pertaining to the Assets, including, but not limited to, class action lawsuits.

Consent to “Batch Trading.”

You consent to your Assets being included in “batch” trades. Transactions of your Assets will be effected independently, unless we decide to purchase or sell the same securities for several clients at approximately the same time. We may combine or batch such orders to obtain best execution, negotiate more favorable commission rates, or allocate equitably among our clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. To the extent that we aggregate client orders for the purchase or sale of securities, we will do so in accordance with applicable rules promulgated under the Investment Advisers Act of 1940 and no-action guidance provided by the staff of the Securities and Exchange Commission.

Information and Confidentiality.

You represent that the information on your Profile is a complete and accurate representation of your financial position and investment needs. We rely on the information in your Profile to provide our recommendations and manage your Assets. Accordingly, you agree to promptly update your Profile if and when such information becomes incomplete or inaccurate. We cannot be held responsible for managing your Assets based on inaccurate information.

You will provide us with any other information and documentation that we may request in connection with this Agreement or related to your investment needs. We are not required to verify the accuracy of the information.

The information you provide us in connection with this Agreement is confidential. Pursuant to our privacy policy, we will not disclose it, except in limited circumstances. Typically, we only disclose the information as permitted by law, or as needed, to implement your investment needs or perform the services contemplated by this Agreement. Please see our Privacy Policy Notice for details regarding how we protect your non-public personal information. You acknowledge receipt of our Privacy Policy Notice available at www.MoneyMasters.com.

Risk Acknowledgement / Advisor Liability.

You acknowledge that our sole obligation under this Agreement is to manage the Assets in accordance with your Profile. It is your obligation to keep Advisor informed of any changes regarding the same. You acknowledge that Advisor cannot adequately perform its services unless you diligently perform your responsibilities under this Agreement. Advisor shall not be required to verify any information obtained from you, your attorney, accountant or other professionals, and is expressly authorized to rely thereon.

Unless otherwise specifically and expressly indicated in this Agreement or otherwise in writing, you acknowledge and understand that the service to be provided by Advisor under this Agreement is limited to the management of the Assets according to the Profile and does not include financial planning services. You further acknowledge that Advisor is not a tax advisor and you should obtain independent advice on the tax consequences of your investments.

We do not guarantee the future performance of your Assets, any specific level of performance, the success of any investment recommendation or strategy or the success of our overall management of the Assets. Our investment recommendations are subject to various market, currency, economic, political and business risks. Investment decisions will not always be profitable.

Except as otherwise provided by law, neither we nor any of our Affiliates will be liable for (a) any loss arising from any investment decision made or other action taken or omitted in good faith by us with the degree of care, skill, prudence; and diligence that a person acting in a fiduciary capacity would use under the circumstances; (b) any loss arising from adhering to your written or oral instructions; (c) any act or failure to act by the custodian or broker-dealer of your Assets or any third party; (d) any kind of interruption in our ability to communicate with the custodian of your Assets; (e) hardware or software malfunction, failure or unavailability; or (f) Internet service failure or unavailability. Nothing in this Agreement will waive or limit any rights that you may have under federal and state securities laws.

Indemnification.

You agree to use our services according to this Agreement and the Terms of Use, which govern access to and use of the Website and are available at www.MoneyMasters.com.

You will defend, indemnify and hold us and our officers, directors, employees, agents, affiliates and subsidiaries (Affiliates) harmless from all obligations, costs, fees, losses, liabilities, claims, judgments, actions, damages and expenses, including but not limited to attorneys’ fees, expenses and court costs, paid, suffered, incurred or sustained by us or our Affiliates arising out of or in connection with any misrepresentations or omissions made by you in this Agreement, any inaccuracies in the information you provide to us, your failure to comply with the terms of

this Agreement and/or Terms of Use, or any instructions that you provide to us in connection with your Assets.

Non-Exclusivity.

We may render investment advice to others. We and our Affiliates may take the same or similar positions in specific investments for our other clients' and our own accounts, as we do for you. We have no obligation to purchase or sell, or to recommend for purchase or sale, any security which we or our Affiliates may purchase or sell for our other clients' and our own accounts.

Authority.

You represent that you have the full legal power and authority to enter into this Agreement and that the terms of this Agreement do not violate any obligation or duty to which you are subject or bound, whether arising out of contract, operation of law, or otherwise. If you are an entity, this Agreement has been duly authorized by appropriate entity action and when executed and delivered will be valid and binding in accordance with its terms. At our request, you will promptly deliver a corporate resolution or other action authorizing this Agreement.

Joint Client.

If this Agreement is with more than one client, we will base our services on your joint goals as collectively given to us in your Profile. We may rely on instructions and information we receive from any of you. We are not accountable for any change in the relationship between you and can continue to act on the instruction of any of you as long as this Agreement remains in effect.

Receipt of Disclosures.

You acknowledge receipt of our Privacy Policy Notice, disclosure brochure as set forth on Part 2A of Form ADV and, our brochure supplement(s) as set forth on Part 2B of Form ADV (if applicable).

Customer Identification Program Disclosure: To help the government fight the funding of terrorism and money laundering activities, Federal law requires that the Advisor or its affiliates obtain, verify, and record information that identifies each person who opens an account. You acknowledge that when you open an account, the Advisor will ask for your name, address, date of birth, and other information that will allow the Advisor to identify you. For certain entities, such as trusts, estates, corporations, partnerships or other organizations, identifying documentation is also required.

Death or Disability.

If you are a natural person, your death, disability or incompetence will not change the terms of this Agreement. However, your executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving us proper written notice.

Terms of Agreement and Termination.

You will abide by any rules, procedures, standards, requirements or other conditions that we establish in connection with your Assets or this Agreement.

We may modify the Fee at any time upon 30 days' prior written notice. Upon receipt of such notice, you will have an opportunity to terminate the Agreement. If you do not terminate the Agreement by the end of the notice period, the modification to the Fee schedule will become effective. Other than changes to the Fee, we have the right to modify this Agreement at any time without notice to you and any such modifications will become effective immediately.

This Agreement will continue indefinitely until terminated. This Agreement may be terminated at any time upon receipt of written notice to terminate given by either party to the other. In addition, your withdrawal of all of the Assets under this Agreement will automatically terminate this Agreement.

Termination of this Agreement will not affect (a) the validity of any action previously taken under this Agreement; (b) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (c) your obligation to pay us the Fee that we have already been earned under this Agreement. Upon the termination of this Agreement, we will not have a continuing obligation to take any action.

Notices.

Any required notice or other communication given to a party in connection with this Agreement must be made through the Website or by email. Our contact information for this purpose is clientcare@moneymasters.com. Your contact information for this purpose is the email address you have provided to us on the Website.

You hereby consent to receiving communications from us through the Website, by email or other similar means of electronic delivery without also receiving paper copies. It is your responsibility to immediately review all communications, including emails, and to advise us of any discrepancies. By sending or receiving sensitive or

confidential electronic communications, you accept the risks and possible lack of confidentiality over the Internet. You agree to hold us and our Affiliates, successors and assigns free from any damages related to or arising from the delivery of electronic communications.

Arbitration.

To the extent permitted by law, any controversy, dispute or claim arising out of or relating to this Agreement will be submitted to arbitration before a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association. The arbitration hearing will be held in Cincinnati, OH. The prevailing party will be entitled to reasonable attorneys' fees, costs and expenses.

This agreement to arbitrate does not constitute a waiver of your right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.

Assignment.

Neither party may assign this Agreement without the consent of the other party. Transactions that do not result in a change of actual control or management will not be considered an assignment.

Governing Law, Venue, and Jurisdiction.

This Agreement and any dispute, disagreement, or issue of construction or interpretation whether relating to its execution, its validity, the obligations provided herein, or performance will be governed by the internal laws of the State of Ohio (the "Governing Jurisdiction") without regard to choice of law considerations.

Any action, suit or proceeding arising out of, under or in connection with this Agreement seeking an injunction or not otherwise submitted to arbitration pursuant to this Agreement will be brought and determined in the appropriate federal or state court in the Governing Jurisdiction and in no other forum. The parties hereby irrevocably and unconditionally submit to the personal jurisdiction of such courts and agree to take any and all action necessary to submit to the jurisdiction of such courts in any such suit, action or proceeding arising out of or relating to this Agreement.

Miscellaneous.

This Agreement and the Terms of Use constitute the entire agreement between you and us concerning the use of the Website and the services we provide to you.

No failure by us to exercise any right, power, or privilege will operate as a waiver thereof. No waiver of any breach of this Agreement by you will be deemed to be a waiver of any subsequent breach.

If any provision of this Agreement is deemed to be invalid or unenforceable or is prohibited by the laws of the state or jurisdiction where it is to be performed, this Agreement will be considered divisible as to such provision and such provision will be inoperative in such state or jurisdiction. The remaining provisions of this Agreement will be valid and binding and of full force and effect as though such provision was not included.

Section headings have been inserted for reference only and will not be deemed to limit or otherwise affect, in any manner, or be deemed to interpret in whole or in part any of the terms or provisions of this Agreement. The execution of this Agreement will be by electronic signature.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

By executing this Agreement, each party acknowledges and accepts its respective rights, duties, and responsibilities under this Agreement as of the Effective Date.

Client Name Date Signature

Client Name Date Signature



Michael T. Collins, President
The Retirement Corporation of America