

**INVESTMENT MANAGEMENT AGREEMENT  
 (DISCRETIONARY)**

This is an agreement between **[**Client Name**]** (“Client”), and **RFG Global Asset Management, LLC, doing business as AmericasRetirementPlan.com**, a Delaware corporation (“Adviser”).  By this agreement, Client retains Adviser to provide investment management services to Client on the following terms:

*Section 1.  Investment Management Services.*  Adviser will direct, in Adviser’s sole discretion and without first consulting Client, the investment and reinvestment of the assets in Client’s account (the “Account”) in securities and cash or cash equivalents.   Client’s financial circumstances, investment objectives and any special instructions are described on Schedule B.  Client agrees to notify Adviser promptly of any significant change in the information provided by the Client or any other significant change in Client’s financial circumstances or investment objectives that might affect the manner in which Client’s account should be managed. Client also agrees to provide Adviser with such additional information as Adviser may request from time to time to assist it in managing the Account.  Client understands that as a SEC Registered Internet Investment Advisor, Advisor is prohibited from discussing Clients investment or financial objectives through its specific representatives through phone, email or chat. Representatives are available to guide Client through the interactive website for advice, contributions to Client Accounts or for distributions from Clients Accounts. Adviser’s authority under this Agreement will remain in effect until changed or terminated by Client in writing.

*Section 2.  Execution of Investment Account Transactions.*  Adviser will arrange for the execution of securities transactions for the Account through brokers or dealers that Adviser reasonably believes will provide best execution.  In selecting a broker or dealer, Adviser may consider, among other things, the broker or dealer’s execution capabilities, reputation and access to the markets for the securities being traded.  Adviser generally will seek competitive commission rates but will not necessarily attempt to obtain the lowest possible commission for transactions for the Account.

Consistent with obtaining best execution, transactions for Client’s Account may be directed to brokers in return for research services furnished by them to Adviser.  Such research generally will be used to service all of Adviser’s clients, but brokerage commissions paid by Client may be used to pay for research that is not used in managing Client’s Account.  Adviser may, in its discretion, cause the Account to pay brokers a commission greater than another qualified broker might charge to effect the same transaction where Adviser determines in good faith that the commission is reasonable in relation to the value of the brokerage and research services received.

Consistent with obtaining best execution, Adviser may also direct Client transactions for execution through TD Ameritrade, a registered broker-dealer that is NOT affiliated with Adviser.  Where transactions are effected through TD Ameritrade, TD Ameritrade may act on an agency or principal basis to the extent permitted by law, and will be entitled to compensation for its services and may receive other benefits. Client authorizes TD Ameritrade to effect “agency cross” transactions (that is, transactions in which TD Ameritrade acts as broker for both Client and the parties on the other side of the transactions) to the extent permitted by law.  Client understands that TD Ameritrade may receive compensation from the other parties to such transactions in addition to commissions charged to Client, and TD Ameritrade may have conflicting interests, loyalties and responsibilities.  Client may revoke this authorization at any time by written notice to Adviser.

Transactions for each client account generally will be effected independently unless Adviser decides to purchase or sell the same securities for several clients at approximately the same time.  Adviser may (but is not obligated to) combine or “batch” such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among Adviser’s clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently.  Under this procedure, transactions will be averaged as to price and transaction costs and will be allocated among Adviser’s clients in proportion to the purchase and sale orders placed for each client account on any given day.  If Adviser cannot obtain execution of all the combined orders at prices or for transactions costs that Adviser believes are desirable, Adviser will allocate the securities Adviser does buy or sell as part of the combined orders by following Adviser’s order allocation procedures.1

Instead of allowing Adviser to select brokers or dealers for the Account, Client may direct Adviser in writing to use a particular broker or dealer to execute all transactions for Client’s Account.  In that case, Client will negotiate terms and arrangements for the Account with that broker or dealer, and Adviser will not seek better execution services or prices from other brokers or dealers or be able to “batch” Client transactions for execution through other brokers or dealers with orders for other accounts managed by Adviser.  As a result, Client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the Account than would otherwise be the case.

Client authorizes and directs Adviser to instruct all brokers and dealers executing orders for Client to forward confirmations of those transactions to Custodian (as defined below) and Adviser.  If Client wishes, Adviser will instruct the brokers and dealers that execute orders for Client's account to send Client all transaction confirmations.  Or, Client may choose not to receive confirmations and instead rely on Client's quarterly statements from the Custodian and the statements Adviser provides, to keep informed of the status of Client's account.  Please check this box if Client does not wish to receive individual confirmations. (Client may change this decision at any time and instruct Adviser, in writing, to have all confirmations sent directly to Client.)

Adviser may give a copy of this Agreement to any broker, dealer or other party to a transaction for the Account, or the Custodian (as defined below) as evidence of Adviser’s authority to act for Client.

*Section 3.  Custodial Arrangements.*  Custody of Account assets will be maintained with the independent custodian selected by Client and named on Schedule A (the “Custodian”).  Adviser will not have custody of any assets in the Account.  Client will be solely responsible for paying all fees or charges of the Custodian.  Client authorizes Adviser to give Custodian instructions for the purchase, sale, conversion, redemption, exchange or retention of any security, cash or cash equivalent or other investment for the Account.  Client also authorizes and directs Adviser to instruct Custodian on Client’s behalf to (a) send Client at least quarterly a statement showing all transactions occurring in the Account during the period covered by the account statement, and the funds, securities and other property in the Account at the end of the period; and (b) provide Adviser copies of all periodic statements and other reports for the Account that Custodian sends to Client.

*Section 4.  Manager Reports.*  Adviser will provide Client quarterly and annual written statements of the assets in Client’s Account, the purchase date, the cost, the current market value, and performance data for the period (or since the opening of the Account).

*Section 5.  Management Fees.*  Client will pay Adviser a fee for its investment management services.  The fee will be a percentage of the market value of all assets in the Account on the last trading day of each month unless the account is valued at less than $50.00, in which case no fee will be collected by Advisor.  The fee schedule is set forth below.  The management fee is payable monthly in arrears.  Client understands that Account assets include for value all securities including shares of mutual funds, Exchange Traded Funds (ETF’s), Cash or Cash Equivalents, any other equities or debentures (bonds) which may be transferred into the account or other investment companies (“funds”) will be included in calculating the value of the Account for purposes of computing Adviser’s fees and the same assets will also be subject to additional advisory and other fees and expenses, as set forth in the prospectuses of those funds, paid by the funds but ultimately borne by the investor.

Client elects to pay Adviser for its services as follows:

Assets Under Management:

Mutual Funds Minimum: $10 per month unless cash back account.

ETF’s: Minimum: $1,000.00

Under $50: No Fee

$50.01-$2500: 95 cents/month

$2500.01-$10,000 .45% annually, deducted monthly

$10,000.01-$100,000: .35% annually, deducted monthly

Over $100,000.01: .20% annually, deductedmonthly

Client authorizes the Custodian to deduct from Client’s Account and pay to Adviser on the submission of a bill the management fee for month. Adviser will send to Client a quarterly statement showing the amount of the management fee due, the Account value on which the fee is based and how the fee was calculated.  Client is responsible for verifying fee computations since custodians are not typically asked to perform this task.  The Custodian will send Client a monthly statement showing all amounts paid from the Account, including all management fees paid by Custodian to Adviser.

Once Client authorizes investments into AmericasRetirementPlan.com, Client generally agrees to avoid distribution of such investments for at least 90 days under almost all conditions so as to avoid any broker dealer or custodial short term redemptions charges. Although clients have the right to make withdrawals upon request, they are strongly urged to review any assets that would be subject to short term redemption fee if sold prior to the expiration of the relevant short term redemption period for those assets, prior to entering instructions for sale and withdrawal. These fees are charged by the custodian, and are not retained by AmericasRetirmentPlan.com, and the custodian will assess the fees even if they exceed your account balance.

*Section 6.  Valuation.*  Adviser will value securities in the Account that are listed on a national securities exchange or on Nasdaq at the closing price, on the valuation date, on the principal market where the securities are traded.  Other securities or investments in the Account will be valued in a manner determined in good faith by Adviser to reflect fair market value.

*Section 7.  Confidentiality.*  Except as otherwise agreed in writing or as required by law, Adviser will keep confidential all information concerning Client’s identity, financial affairs, or investments.

*Section 8.  Other Investment Accounts.*  Client understands that Adviser serves as investment manager for other clients and will continue to do so.  Client also understands that Adviser, its personnel and affiliates (“Affiliated Persons”) may give advice or take action in performing their duties to other clients, or for their own accounts, that differ from advice given to or action taken for Client.  Adviser is not obligated to buy, sell or recommend for Client any security or other investment that Adviser or its Affiliated Persons may buy, sell or recommend for any other client or for their own accounts.  This Agreement does not limit or restrict in any way Adviser or any of its Affiliated Persons from buying, selling or trading in any securities or other investments for their own accounts.

Conflicts of interest may arise in the allocation of investment opportunities among accounts that Adviser advises.  Adviser will seek to allocate investment opportunities believed appropriate for Client’s Account and other accounts advised by Adviser among such accounts equitably and in a manner consistent with the best interests of all accounts involved.  But, there can be no assurance that a particular investment opportunity that comes to the attention of Adviser will be allocated in any particular manner.

Adviser or its Affiliated Persons may provide services for, or solicit business from various companies, including issuers of securities that Adviser may recommend or purchase or sell for client accounts.  In providing these services, Adviser or its Affiliated Persons may obtain material, nonpublic or other confidential information that, if disclosed, might affect an investor’s decision to buy, sell or hold a security.  Under applicable law, Adviser and its Affiliated Persons cannot improperly disclose or use this information for their personal benefit or for the benefit of any person, including clients of Adviser.  If Adviser or any Affiliated Person obtains nonpublic or other confidential information about any issuer, Adviser will have no obligation to disclose the information to Client or use it for Client’s benefit.

*Section 9.  Risk Acknowledgment.*  Adviser does not guarantee the future performance of the Account or any specific level of performance, the success of any investment decision or strategy that Adviser may use, or the success of Adviser’s overall management of the Account.  Client understands that investment decisions made for Client’s Account by Adviser are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable.  Adviser will manage only the securities, cash and other investments held in Client’s Account and in making investment decisions for the Account, Adviser will not consider any other securities, cash or other investments owned by Client.  Except as may otherwise be provided by law, Adviser will not be liable to Client for (a) any loss that Client may suffer by reason of any investment decision made or other action taken or omitted in good faith by Adviser with that degree of care, skill, prudence, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; (b) any loss arising from Adviser’s adherence to Client’s instructions; or (c) any act or failure to act by the Custodian, any broker or dealer to which Adviser directs transactions for the Account, or by any other third party.  The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement will waive or limit any rights that Client may have under those laws.

*Section 10.  Retirement or Employee Benefit Plan Accounts.*  This Section 10 applies if the Account is for a (a) pension or other employee benefit plan (including a 401(k) plan) governed by the Employee Retirement Income Security Act of 1974, as amended (“ERISA”); (b) tax-qualified retirement plan (including a Keogh plan) under section 401(a) of the Internal Revenue Code of 1986, as amended (the “Code”), and not covered by ERISA; or (c) an individual retirement account (“IRA”) under Section 408 of the Code.

If the Account is for a plan subject to ERISA, Client appoints Adviser, and Adviser accepts its appointment, as an “investment manager” for purposes of ERISA and the Code, and Adviser acknowledges that it is a “fiduciary” within the meaning of Section 3(21) of ERISA and Section 4975(e)(3) of the Code (but only with respect to the provision of services described in Section 1 of this Agreement).  Adviser represents that it is registered as an investment adviser under the Investment Advisers Act of 1940, as amended (the “Advisers Act”) or under the laws of any State.

Client represents that Adviser has been furnished true and complete copies of all documents establishing and governing the plan and evidencing Client’s authority to retain Adviser.  Client will furnish promptly to Adviser any amendments to the plan, and Client agrees that, if any amendment affects the rights or obligations of Adviser, such amendment will be binding on Adviser only when agreed to by Adviser in writing.  If the Account contains only a part of the assets of the plan, Client understands that Adviser will have no responsibility for the diversification of all of the plan’s investments, and that Adviser will have no duty, responsibility or liability for Client assets that are not in the Account.  If ERISA or other applicable law requires  bonding with respect to the assets in the Account, Client will obtain and maintain at its expense bonding that satisfies this requirement and covers Adviser and its Affiliated Persons.

*Section 11.  Other Legal Actions.*  The Client agrees that Adviser will not advise or act for Client in any legal proceedings, including bankruptcies or class actions, involving securities held or previously held by the Account or the issuers of these securities (“Legal Proceedings”).

*Section 12.  Proxy Voting.*  The Client agrees that Adviser ***will not*** *vote*, or give any advice about how to vote, proxies for securities held in the Investment Account.  If the Investment Account is for a pension or other employee benefit plan governed by ERISA, Client directs Adviser ***not*** to vote proxies for securities held in the Account because the right to vote such proxies has been expressly reserved to the plan’s trustees.

*Section 13.  Termination.*  This Agreement will continue in effect until terminated by either party by written notice to the other.  Termination of this Agreement will not affect (a) the validity of any action previously taken by Adviser under this Agreement; (b) liabilities or obligations of the parties from transactions initiated before termination of this Agreement. On the termination of this Agreement, Adviser will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the Account.

*Section 14.  Client Authority.*  If Client is an individual, Client represents that he or she is of legal age.  If Client is a corporation, partnership or limited liability company, the person signing this Agreement for the Client represents that he or she has been authorized to do so by appropriate action.  If this Agreement is entered into by a trustee or other fiduciary, the trustee or fiduciary represents that Adviser’s investment management strategies, allocation procedures, and investment management services are authorized under the applicable plan, trust, or law and that the person signing this Agreement has the authority to negotiate and enter into this Agreement.  Client will inform Adviser of any event that might affect this authority or the propriety of this Agreement.

*Section 15.  Death or Disability*.  If Client is a natural person, the death, disability or incompetency of Client will not terminate or change the terms of this Agreement.  However, Client’s executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to Adviser.

*Section 16.  Binding Agreement.*  This Agreement will bind and be for the benefit of the parties to the Agreement and their successors and permitted assigns, except that this Agreement may not be assigned (within the meaning of the Advisers Act or applicable state securities laws) by either party without the consent of the other party.

*Section 17.  Governing Law.*  This Agreement will be governed by and construed in accordance with the laws of the State of **[**State**]** without giving effect to any conflict or choice of law provisions of that State, provided that nothing in this Agreement will be construed in any manner inconsistent with the Advisers Act, any rule or order of the Securities and Exchange Commission under the Advisers Act and, if applicable to the Account, ERISA and any rule or order of the Department of Labor under ERISA.

*Section 18.  Notices.*  Any notice, advice or report to be given to Adviser under this Agreement will be delivered in person, by U.S. mail or overnight courier (postage prepaid) or sent by facsimile transmission (with a hard copy sent by U.S. mail) to Adviser at the address on the first page of this Agreement (Attention: **[**President**]**) or at such other address as Adviser may designate in writing.  Any notice, advice or report given to Client under this Agreement will be delivered in person, by U.S. mail or overnight courier (postage prepaid) or sent by facsimile transmission (with a hard copy sent by U.S. mail) to Client at the address set forth below or at such other address as Client may designate in writing.

*Section 19.  Miscellaneous.* If any provision of this Agreement is or should become inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed to be rescinded or modified in accordance with any such law or rule.  In all other respects, this Agreement will continue and remain in full force and effect.  No term or provision of this Agreement may be waived or changed except in writing signed by the party against whom such waiver or change is sought to be enforced.  Adviser’s failure to insist at any time on strict compliance with this Agreement or with any of the terms of the Agreement or any continued course of such conduct on its part will not constitute or be considered a waiver by Adviser of any of its rights or privileges.  This Agreement contains the entire understanding between Client and Adviser concerning the subject matter of this Agreement.

*Section 20.  Disclosure.*  Client has received and reviewed a copy of Part II of Adviser’s Form ADV, as well as a copy of this Agreement.  The Client has the right to terminate this agreement without penalty within five business days after entering into the agreement.

Client and Adviser have executed this Discretionary Investment Management Agreement on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_.

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