

ReviewMy401k.com LLC Investment Advisory Service Agreement

By clicking the "I Have Read and I Agree to the terms and conditions of the ReviewMy401k.com, LLC (hereinafter "ReviewMy401k.com") Investment Advisory Service Agreement" button below you (hereinafter "Client"), as the Client to the ReviewMy401k.com service, acknowledge and agree, that you:

- (1) are at least 18 years old
- (2) have read and understand this Agreement below
- (3) have read and understood the Terms of Use posted on the ReviewMy401k.com website
- (4) agree to be bound by both this Agreement and the Terms of Use
- (5) have received and reviewed the [ADVISOR DISCLOSURE DOCUMENT](#) (ADV FORM II) of ReviewMy401k.com, posted on the ReviewMy401k.com Website
- (6) have agreed to fully pay for the services rendered by ReviewMy401k.com LLC, and
- (7) have provided ReviewMy401k.com with correct and accurate information, including your contact information, your current retirement account investments, your available investment choices, and your Risk Assessment Profile.

ReviewMy401k.com Service

The ReviewMy401k.com seeks to help employee retirement plan investors with a economical way to obtain necessary information and direction to help achieve their investment goals. ReviewMy401k.com will provide investors with a recommended asset allocation, by assessing the available mutual funds of each investor's 401k, 403b, 457b, TSP or pension plan and by applying the information provided by each investor according to industry standards.

ReviewMy401k.com assumes that client will implement the recommendations we have provided for client's employee retirement plan. Client will maintain custody and control over Client's accounts at all times; ReviewMy401k.com will not have custody or discretionary authority over any of Client's accounts. Further, ReviewMy401k.com will not monitor client's investment decisions that Client chooses to make.

You will receive quarterly investment reviews and updates from ReviewMy401k.com. Every calendar quarter ReviewMy401k.com will look to see if there are any allocation percentages and or fund changes to be made. We will direct you by email on these suggested changes.

Client's obligation

Client agrees to:

- 1) Provide accurate information to ReviewMy401k.com, LLC regarding Client's personal and investment information,
- 2) Hold harmless and indemnify ReviewMy401k.com, LLC and any of its agents for errors in information provided by other third parties, specifically including mutual funds and other investment companies within Client's 401k, 403b, 457b, TSP or pension plan or any other account for which Client has paid for services of ReviewMy401k.com (hereinafter "investment account"),

- 3) Solely determine whether to implement the recommended asset allocation provided by ReviewMy401k.com, LLC,
- 4) Monitor Client's performance within Client's investment account (Your intent in monitoring performance is to ensure that 1) you continue to be on track to achieve your goals, 2) over a reasonable period your investments produce acceptable return in relation to risk, 3) securities contribute to the portfolio as anticipated, and 4) the portfolio continues to feature an acceptable level of risk. If you have concerns about the performance of your account, you will contact ReviewMy401k.com with these concerns necessary changes.)

Market Conditions

Client acknowledges that ReviewMy401k.com's informational guidance regarding the Client's investments cannot guarantee future results. There are multitude of market and economic conditions which affect results and overall performance. All investments can appreciate and depreciate. ReviewMy401k does not guarantee or warrant that the services offered herein will result in profit. Further, reinvestment of dividends or other earnings is necessary to obtain maximum results.

Client not bound.

Client warrants that the representations of Client do not violate any obligation by which Client is bound, whether arising by contract, operation of law or otherwise. Client will indemnify ReviewMy401k.com from any liability or expense resulting from a breach of Subscriber's representations.

ReviewMy401k.com representation

By execution of this Agreement, ReviewMy401k.com represents and confirms that it is registered as an investment adviser in the State of Florida.

Payment required.

The rate for providing client investment advisory services for an individual is a one time payment of \$159.95 for a one year service subscription or \$89.95 paid semi-annually also for a one year service subscription. If you sign up for the semi-annual payment, you are paying a higher annual fee than if you paid for a full year's worth of services. Since this is a one year service subscription there is no pro-rata refund available.

ReviewMy401k.com will automatically renew Client's service subscription, with notice, unless Client notifies Reviewmy401k.com via e-mail or letter on or before their anniversary date. Reviewmy401k.com reserves the right to charge a lower rate. You agree to pay all federal, state or local taxes, where applicable, to use the service herein. Clients may terminate their accounts without penalty for a full refund, within five business days of agreeing to the Advisory Service Agreement. If any fees or other charges billed to you are not paid when due, ReviewMy401k.com shall have the right to suspend your service subscription until such service subscription fees or other charges are paid in full.

Corporate Rates:

The corporate client rate per employee ranges from \$149.95 to \$119.95 per year paid out according to each company's payout schedule.

Termination.

This Agreement shall continue in effect until terminated by either party by giving to the other written notice. You must notify ReviewMy401k.com via letter or email that you wish to terminate this Agreement, on or before the end of your anniversary date or you will continue to automatically renew for successive terms of the same duration and you will be charged for each such renewal at the fee in effect at the time of that renewal.

Not Assignable or transferable.

No assignment of this Agreement shall be effective without the prior written consent of both parties hereto. The information guidance is specifically intended for only Client and is not transferable and is not to be distributed to others.

Notices.

All notices and other communications contemplated by this Agreement shall be deemed duly given if transmitted to ReviewMy401k.com at: help@reviewmy401k.com, 1-866-792-8707 or ReviewMy401k.com web site to the attention of its Managing Member and to Client at their e-mail address or at such other address or addresses as shall be specified, in each case, in a written notice similarly given.

Governing Law.

The validity of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Florida except to the extent preempted by ERISA.

Confidential Relationship.

All information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except as required by law.

Ownership and Copyright

You acknowledge and agree that the Web Site, the Service and the information contained therein are owned by ReviewMy401k.com. All site design, text, code, graphics, and interfaces, and the selection and arrangements thereof, on the Site are the property of ReviewMy401k.com, or their respective partners and clients unless otherwise noted, and are protected by U.S. and other international copyright laws, © 2008 , ReviewMy401k.com. ALL RIGHTS RESERVED. Prior permission to use, reproduce, or reprint any photograph, illustration, artwork, or other material on the Site must be obtained from the copyright owner, regardless of the intended use. Any unauthorized use of the materials appearing on the Site is in violation of copyright, trademark, and other applicable laws and could result in criminal or civil penalties.

DISCLAIMER OF WARRANTIES

ReviewMy401k.com DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO THE USE OF THIS WEB SITE AND ITS SERVICES, OR THE ACCURACY, COMPLETENESS, TIMELINESS OR CURRENTNESS OF ITS CONTENT, IN ANY WAY AND FOR ANY PURPOSE.

DAMAGE EXCLUSION AND LIMITATION

IN NO EVENT WILL REVEIWMY401K.COM BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INDIRECT DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THIS WEB SITE OR ANY OF ITS SERVICES OR CONTENT, OR LOSS OF DATA, EVEN IF REVIEWMY401K.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY OR OTHERWISE. FURTHER, CLIENT EXCUSES ANY SIMPLE NEGLIGENCE OF REVIEWMY401K.COM AND WILL ONLY HOLD REVIEWMY401K.COM LIABLE IN SITUTATIONS WERE THE ACTIONS OF REVIEWMY401K.COM ARE GROSSLY WILLFUL, WANTON OR FRAUDULENT.

EXCLUSION OF LIMITATIONS AND DISCLAIMERS

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF WARRANTIES, OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS REVIEWMY401K.COM'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Limitation of Liability

Client agrees that, except as otherwise required by law, ReviewMy401k.com, including its officers, agents, and/or assigns, will not be liable for any losses or damages (direct, indirect or punitive) that may result from your investment decisions or your use of the Service or any data related to such use. You are responsible for implementing any recommendation provided by ReviewMy401k.com.

Client agrees that ReviewMy401k.com will not be liable for any damages or losses caused directly or indirectly by any circumstance or condition beyond the control ReviewMy401k.com, including, without limitation, government restrictions, exchange or market rulings, suspension of trading, war, strikes, acts of God, extreme market volatility, abnormal trading volumes, technical computer problems, computer system failures and malfunctions, system access issues, system capacity issues, high internet traffic, the interruption of services or information, and other similar problems and defects.

ReviewMy401k.com does not guarantee the completeness, accuracy, sequencing or timeliness of the educational, news and financial market information that is obtained from others and made available to you. ReviewMy401k.com may provide access to news and content provided by third parties over which ReviewMy401k.com does not exercise editorial control or review, and ReviewMy401k.com is not responsible for the content of such materials. You agree that we will not be liable for any action you take or decision you make in reliance on such information.

Password Protected Areas

Some areas of the ReviewMy401k.com web-site ("Password Protected Areas") are password protected and available only to clients who are registered with ReviewMy401k.com to have an account. Registration requires clients to fully complete the account registration process. ReviewMy401k.com reserves the right to deny or revoke registration or access to Password Protected Areas for any client. ReviewMy401k.com takes reasonable measures to ensure the security of the Password Protected Areas but cannot guarantee the absolute security of information or communications in such Password Protected Areas. Clients are responsible for maintaining the security of the password they receive from ReviewMy401k.com and must notify ReviewMy401k.com immediately if they believe that the security of their password or account has been breached or subject to unauthorized use.

ReviewMy401k.com will not be liable for any loss or liability incurred as a result of an unauthorized person using a User's password.

Arbitration

In the event of any controversy, dispute, or claim by or between you and ReviewMy401k.com, the parties shall in the first instance attempt in good faith to resolve such matter through discussions between and among the parties. If the matter has not been resolved within 30 days notice of the dispute to the other party, any and all controversies, disputes or claims arising under or relating to this Agreement, the Web Site, or the Service (including, but not limited to, whether the matter must be submitted to arbitration) shall be submitted to binding arbitration under the commercial rules of the American Arbitration Association ("AAA"). The decision issued by the AAA panel will be final and binding on the parties. The parties are waiving their right to seek remedies in court, including the right to a jury trial. Pre-arbitration discovery is generally more limited than and different from court proceedings. The arbitrators' award is not required to include factual findings or legal reasoning, and any right to appeal or to seek modification of rulings by the arbitrators is strictly limited. Notwithstanding the foregoing, any party may seek preliminary injunctive relief to preserve the status quo pending the disposition of any such arbitration proceeding or temporary or permanent injunctive relief from any breach of any provision of this Agreement. The site of any arbitration between Client and ReviewMy401k.com will be Sarasota County, Florida.

General

The forgoing constitute the entire agreement between each Client and ReviewMy401k.com governing the Client's access to and use of the web site and its services, and supersedes all prior agreements regarding its subject matter. To the maximum extent possible, each provision in this Agreement shall be interpreted in such manner as to be valid and enforceable under applicable law. If any provision of this Agreement is held to be invalid or unenforceable under applicable law, such provision shall be modified so as to be rendered valid and enforceable while implementing, to the maximum extent possible, the original intent of such provision. If such modification is not possible or allowed, then such provision shall be ineffective only to the extent of such unenforceability or invalidity without affecting the remainder of such provision or any other provisions in this Agreement.

E-mail Authorization:

Client agrees to receive e-mail communications from ReviewMy401k.com. ReviewMy401k.com will use e-mail to communicate time sensitive information and will not share Client's contact information with any other third parties.