

# Savings Plan Management<sup>SM</sup>

A copy of the privacy policy and disclosure document, Part II of Form ADV, for each of Scarborough Capital Management Inc. ("Adviser") and Retirement Management Systems Inc. (RMS) should accompany this contract. Please call us if you require copies.

This Savings Plan Management Agreement confirms the understanding among the undersigned client ("Investor") regarding the Savings Plan Management<sup>SM</sup> program ("Program") offered by Scarborough Capital Management Inc. ("Adviser") and Retirement Management Systems Inc. ("Program Provider").

**Now, therefore,** it is agreed as follows:

## I. Retention of Adviser

Investor hereby retains Adviser to provide the Program 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. Adviser 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 Adviser, after consultation with 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 provided to Adviser regarding Investor's financial situation and investment objectives at any time. Investor will notify Adviser 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 Adviser any such information as Adviser shall request from time to time. Investor acknowledges that Investor Assets will be managed within the Program according to the portfolio model confirmed on page 7 of this agreement.
- B. **Asset Allocation Services and Trading Authorization.** Investor authorizes Adviser to engage Program Provider, subject to the terms and conditions of this Agreement and the Services Agreement for Savings Plan Management between Adviser and Program Provider, to manage the Investor Assets. Program Provider shall manage Investor's account in the Plan identified on Schedule A hereto (the "Account") by allocating and reallocating Investor Assets among the Plan's investment options available to the Account. Adviser may customize the allocation Program Provider suggests, but Program Provider may reject any deviation from its allocation for any reason. 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 Adviser and Program Provider to act as investment managers 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 neither Adviser nor Program Provider shall have any obligation to evaluate or otherwise ensure the quality of the execution 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, neither Adviser nor Program Provider have the 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 Adviser or Program Provider, and Adviser and Program Provider do 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 may discuss any such deviation with Investor, the ultimate decision to deviate from the model 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 model asset allocation.
- E. **Communications with Investor.** Adviser will be reasonably available to Investor for consultation regarding the allocation of Investor Assets. Adviser 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 Adviser for joint consultation regarding the management of the Investor Assets.
- 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.** Adviser and Program Provider shall not provide any advice on the voting of proxies. 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 Adviser 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.
- 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 Adviser 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. Instructions from Program Provider to Plan Administrator regarding Investor Assets and transactions with respect thereto shall be conveyed to Plan Administrator by Program Provider in a manner acceptable to Plan Administrator.

- 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 Adviser 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 Adviser or 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 Adviser will receive the remaining portion.
1. Program Provider shall send Investor notice of annual renewal thirty (30) days before the Anniversary Date. Adviser and Program Provider reserve 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 the Anniversary Date, Program Provider and Adviser 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 Adviser or Program Provider, or participation of spouses in such programs.
- B. **Investment Company Fees and Disclosures.** Investor understands 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), may bear its 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 Adviser or 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 Adviser.** Apart from any Program Fees payable hereunder, Adviser and its respective affiliates may receive a fee from certain employee benefit plans for record-keeping services. In addition, Adviser and its affiliates may receive fees for acting as custodian or passive trustee to certain individual retirement accounts or employee benefit plans or as trustee to certain trust accounts.
- D. **Other Fees.** Program Fees cover the services described in this Agreement provided by Program Provider and Adviser, 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 RMS endeavors to avoid any fees associated with transactions within the account, it cannot guarantee fees will not be assessed. RMS 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**

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

## **VII. Representations**

### **A. Investor Representations**

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 Adviser of any event which might affect this authority or the propriety of this Agreement.
2. Investor represents and warrants that the financial information Investor provided to Adviser is complete and accurate in all respects. Investor will notify Adviser 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 Adviser any such information as Adviser shall request from time to time.
3. Investor agrees and acknowledges that the investment services, information and materials provided by Adviser 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.

### **B. Adviser Representations**

1. Adviser represents that it is registered as an investment adviser with the appropriate governmental authorities or is exempt from such registration requirements.
2. Adviser represents that it has obtained a representation that Program Provider is registered as an investment adviser with the appropriate governmental authorities or is exempt from such registration requirements.

- C. **ERISA Representations.** If the Account is subject to the Employee Retirement Income Security Act of 1974 ("ERISA"), each of Program Provider and Adviser 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 neither Program Provider nor Adviser shall be acting as a fiduciary of the Plan in any other way and shall not have any fiduciary responsibility for the Plan generally; (ii) manage the investments in the Account in accordance with the applicable provisions of ERISA; and (iii) 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, neither Adviser nor Program Provider shall 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 Adviser or Program Provider fails to comply with section 404(a)(1) of ERISA in the administration of the Adviser's or 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. **Adviser and Program Provider.** Investor expressly agrees that each of Adviser and 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 Adviser or 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, Adviser, 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 Agreement is signed 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. below.
- 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 Adviser or Program Provider without the prior consent of the Investor.
- C. **Amendment.** Adviser 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 Adviser.
- D. **Termination.** Investor may terminate this Agreement at will upon providing written notice to Adviser. Adviser may terminate this Agreement upon obtaining the prior written consent of Program Provider and providing written notice to Investor. This Agreement also shall terminate upon the termination of the Services Agreement for Savings Plan Management between Adviser and Program Provider upon providing notice of such termination to Investor.
  - 1. The termination of this Agreement does not affect Investor's obligation to pay the annual fee, unless termination coincides with termination of service from Employer or provider of the Plan, 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 Adviser'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, Adviser and 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. Adviser 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, Adviser and Program Provider agree that all controversies between Investor and Adviser and/or 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 Adviser 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 Adviser at its office of record. If Investor fails to notify Adviser of such election by registered mail addressed to Adviser at its main office within five (5) days after receipt from Adviser of the request to make such an election, then Adviser may make such election. Venue selected for arbitration will not be a detriment to Investor. The foregoing shall apply to controversies with any of Adviser's present or former employees or affiliates relating to the Investor Assets and transactions with Adviser. 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, Adviser and/or 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, and shall inure to the benefit of Adviser'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 Adviser shall be binding on Investor's estate representative until Adviser receives actual notice thereof.

## **XI. Miscellaneous**

- A. It is understood that Investor may make additions to and withdrawals of Investor Assets.
- B. This Agreement contains the entire understanding between the parties concerning the subject matter of this Agreement.
- C. Services provided by Adviser and Program Provider shall be in compliance with the Advisers Act, rules and regulations there under, and applicable state laws regulating services provided by this Agreement.
- D. RMS is an intended third party beneficiary of this Agreement and has the right to enforce any of the other parties' obligations contemplated herein.
- 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 Adviser or 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 Adviser or Program Provider of any of their rights.
- F. Except as otherwise provided herein, all written communications to Adviser or Program Provider pursuant to this Agreement shall be sent to Adviser's home office. All communications mailed, 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 Adviser or 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) Adviser's and Program Provider's disclosure document or Form ADV, Part II as required by Rule 204-3 under the Advisers Act; (iii) Adviser's proxy voting policy description (if applicable) and privacy policy; and (iv) Program Provider's privacy policy.
- I. All section headings of this Agreement are for convenience only, and do not affect the meaning or interpretation of this Agreement.

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

Investor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Email: \_\_\_\_\_

**INVESTOR SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

For Advisor Use Only

- |  |  |
|--|--|
| <input type="checkbox"/> INCOME & PRESERVATION | <input type="checkbox"/> BALANCED GROWTH   |
| <input type="checkbox"/> CAPITAL PRESERVATION  | <input type="checkbox"/> GROWTH            |
| <input type="checkbox"/> CONSERVATIVE GROWTH   | <input type="checkbox"/> AGGRESSIVE GROWTH |
| <input type="checkbox"/> GROWTH & INCOME       |  |

\_\_\_\_\_  
ADVISER INITIALS

ADVISOR SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

ADVISOR PRINT NAME: \_\_\_\_\_

**Return completed agreement to:**  
Scarborough Capital Management Inc., 441 Defense Highway, Suite E, Annapolis, MD 21401  
**Fax and File: (410) 573-5708**

RETIREMENT MANAGEMENT SYSTEMS INC.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

FOR RMS OFFICE USE ONLY  
Contract Anniversary Date: \_\_\_\_\_

**Schedule A**

**The following Investor information is necessary to provide Savings Plan Management<sup>SM</sup>**  
 (All personal information is kept strictly confidential.)  
**(Please attach a copy of a recent statement)**

|  |   |
|--|---|
| <b>Social Security Number<br/>(Required)</b> |   |
| <b>Employer</b>                              |   |
| <b>401(k) Provider</b>                       |   |
| <b>401(k) Website Address</b>                |   |
| <b>401(k) Account Number</b>                 |   |
| <b>401(k) Account Login ID</b>               | Instructions will be sent for entering credentials on our secure website, if preferred. |
| <b>401(k) Account Login Password</b>         | Instructions will be sent for entering credentials on our secure website, if preferred. |

**To be completed by Advisor/Solicitor**  
 (Please refer to Plan Documents if necessary)

|   |  |
|---|--|
| <b>Trading Instructions<br/>(i.e., Do not trade until further confirmation)</b> |  |
| <b>Other Instructions</b>   |  |

**Return completed agreement to:**  
 Scarborough Capital Management Inc.  
 441 Defense Highway, Suite E  
 Annapolis, MD 21401  
 Fax and File: (410) 573-5708



# Limited Trading Authority Notification

The purpose of this form is to notify you of the Limited Power of Attorney Authorization provided to Retirement Management Systems Inc. (RMS) by the Investor named below.

| (To be completed by RMS)<br>Record Keeper / Custodian / Administrator | (To be completed by RMS)<br>Plan Sponsor |
|---|--|
|   |  |
|   |  |
|   |  |

## Notice

### Limited Power of Attorney Authorization

- A. Investor grants RMS limited discretionary trading authorization for the Investor Assets in the Account, and designates RMS as Client'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 RMS hereafter given or performed and executed by RMS with respect to the Investor Assets.
1. RMS 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 RMS facilitate loans from the Account or redeem, withdraw, dispense, or distribute funds from the Account.
- B. Investor hereby authorizes RMS to access the Plan data for the Account and to use the access information provided by Investor to obtain such access.
- C. The Plan Administrator is hereby fully authorized to act and rely on the authority and power vested pursuant hereto in RMS. Investor confirms that RMS is the sole agent pursuant to this power of attorney of Investor, and understands that RMS is in no respect an agent or representative of Plan Administrator, and that all acts and transactions of RMS are solely for the Investor Assets that RMS 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 RMS in any instance in which Plan Administrator for any reason desires not to act on any such instructions. Instructions from RMS to Plan Administrator regarding Investor Assets and transactions with respect thereto shall be conveyed to Plan Administrator by RMS in a manner acceptable to Plan Administrator.
- D. **Indemnification.** Investor agrees that neither Custodian nor Plan Administrator will be held responsible for investment recommendations or decisions of RMS. Investor agrees to indemnify and hold harmless the Custodian and Plan Administrator and their respective officers, employees, and agents from acting on instructions originating from RMS.

Account/Investor Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

**Investor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Authorized RMS Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Retirement Management Systems Inc.**  
 441 Defense Highway, Suite C  
 Annapolis, MD 21401  
 (888) 870-7674

# Investor Profile

Please complete this form in its entirety

Investor Name:

Date:

1. What is your current age?

- Over 65 years old
- 55-64 years old
- 45-54 years old
- 30-44 years old
- 18-29 years old

2. When do you plan to retire?

- Already retired
- 1-5 years
- 6-10 years
- 11-20 years
- 21 or more years

3. When do you plan to begin withdrawing funds from your investment accounts?

- Immediately / Already withdrawing
- 1-5 years
- 6-10
- 11-15
- 16 or more years

4. How many months could you continue to meet all your living expenses from existing cash and cash equivalents if you suddenly lost your income?

- Less than one month
- 2 to 3 months
- 4 to 6 months
- More than 6 months

5. How long do you anticipate being retired? Many experts suggest you should plan as though you'll live into your 90s.

- 1-5 years
- 6-10 years
- 11-20 years
- 21 or more years

6. Which statement best reflects your attitude toward taking risk in order to counter the effects of inflation?

- I want to avoid risk, no matter the effect of inflation.
- I am willing to assume a moderate level of risk in an effort to stay ahead of inflation.
- I am willing to accept a substantial level of risk in an effort to significantly outpace inflation.

7. When monitoring the performance of your portfolio, which of the following are you most concerned with?

- Not meeting expected returns
- Long-term erosion of principal
- Short-term fluctuations in portfolio value
- Not keeping up with inflation

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
- I feel somewhat uncomfortable with fluctuations
- I do not mind seeing fluctuation

9. If you were to select between these two investments with these annual returns, which would you select?

|                            | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|----------------------------|--------|--------|--------|--------|--------|
| <input type="checkbox"/> A | +10%   | +54%   | -30%   | +2%    | +18%   |
| <input type="checkbox"/> B | +5%    | +9%    | +3%    | +7%    | +8%    |

10. You bought a growth stock investment about one year ago. You hear on the evening news that the stock just dropped 10%. You would be inclined to:

- Sell the investment
- Hold onto it
- Buy more

## GOALS ANALYSIS

(for those NOT already retired or taking income from this investment account)

11. What is your Date of Birth: \_\_\_\_\_

12. At what age do you wish to retire? \_\_\_\_\_

13. At what age will you begin withdrawing from this account?  
\_\_\_\_\_

14. What is your annual salary/income? \_\_\_\_\_

15. What percentage of your salary do you contribute?  
\_\_\_\_\_ % or \$ \_\_\_\_\_

16. What is your company match?

\$ \_\_\_\_\_ up to \_\_\_\_\_ %

17. What percentage of your retirement savings does this account represent? \_\_\_\_\_

18. What percent of your current salary do you anticipate needing in retirement? \_\_\_\_\_

Please provide us with any other information you would like us to know about yourself or your account:

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# Fax and File

|  |               |
|--|---------------|
| <b>To:</b> Scarborough Capital Management Inc. | <b>From:</b>  |
| <b>Fax:</b> (410) 573-5708                     | <b>Pages:</b> |
| <b>Phone:</b> (800) 200-3870                   | <b>Date:</b>  |
| <b>Re:</b> New Accounts                        | <b>cc:</b>    |

## Good Order Checklist:

- Signed copy of Savings Plan Management agreement (All pages of agreement required)
  - Schedule A: Savings Plan Information Form
  - Schedule B: Payment Form
- Signed copy of Limited Trading Authority Notification
- Copy of recent quarterly account statement
- Investor Profile questionnaire

Investor Name: \_\_\_\_\_

Adviser Name: \_\_\_\_\_

**Return to:**  
Scarborough Capital Management Inc.  
441 Defense Highway, Suite E  
Annapolis, MD 21401

**Fax and File: (410) 573-5708**