

MONEY MANAGEMENT SERVICES AGREEMENT

Tango Capital Management, LLC, an Indiana limited liability company (hereafter called “TCM”), agrees to manage investments for _____ (hereafter called “client” or “you”) on the following terms:

- 1. TCM’s Appointment.** You appoint TCM to manage an investment portfolio for you effective when TCM and you have both signed this agreement. The cash TCM is to begin managing for you is listed in Schedule A.
- 2. TCM’s Services.** TCM will make all decisions to buy, sell or hold investments within the designated investment program(s) for your account(s) in TCM’s sole discretion and without first consulting you. Such securities may include, but are not limited to, mutual funds, common or preferred stock, convertible stocks or bonds, options, warrants, rights, corporate, municipal, or government bonds, and notes or bills. You give TCM full power and authority to carry out these decisions by giving instructions, on your behalf, to the mutual fund(s), brokerage(s) and Custodian(s) (hereafter called the “Custodian”) for your account(s). You also authorize TCM to provide a copy of this agreement to the Custodian(s) with or through which transactions for your account are to be effected as evidence of TCM’s authority under this agreement.

The objective of TCM is to improve the investment performance of a buy-and-hold strategy in the mutual funds, bond and equities markets by reducing losses and outperforming the S&P 500 Index over any continuous twelve-month period. Dynamic asset allocation and technical market analysis are used to target these objectives.

Your investment objective for cash placed with TCM is the same as that of TCM. You will let TCM know in writing if your financial circumstances or investment objectives change in a way that should cause TCM to stop managing your account. TCM will notify you if there is a significant loss due to TCM management as measured from the highest value of any prior month-end market value. TCM will place your cash in the money market account of the custodian(s) when TCM stops managing your account for any reason.

- 3. Transactions for Your Account.** TCM will arrange for transactions in your account to be executed through the custodian.
 - A. Mutual Funds.** TCM will purchase or sell the same mutual funds for you, for other clients, and for the employees and managers of TCM at the same time. All transactions will be priced at the same price, which is the daily closing price or an intraday price as calculated by the mutual fund(s).
 - B. Brokerage.** TCM will make investment decisions to buy, sell, short, hedge and margin position(s) according the client investment program(s) or objective(s). TCM may execute same investment for you, for other clients, and for the employees and managers of TCM. Transactions may be executed in a block or individual timely fashion and same price of execution cannot be guaranteed due to position size, price movement and size of bid/offer prices. Average price will be allocated for trades executed by block trade and individual transactions will receive designated executed ticket order price.
- 4. Custody of Your Account Assets.** Your account assets will be held by the Custodian(s) you have chosen as named in Schedule A. TCM will not have custody of any of your assets in your account(s). You

will pay the fees of the Custodian.

You give TCM authority to instruct the custodian(s), on your behalf, to purchase, sell, short, hedge, margin, redeem or exchange from any securities to other securities within the chosen custodian(s) for your account(s).

The custodian(s) will send you quarterly statements showing the assets in and all transactions for your account during the quarter, and will provide TCM with copies of those statements. TCM will instruct the custodian(s) who execute orders for your account(s) to send you all transaction confirmations. Or, you may choose not to receive confirmations and instead rely on your quarterly statements from the custodian(s) and the statements TCM provides you, to keep you informed of the status of your account.

Please check this box if you do not wish to receive individual confirmations. (You may change your mind at any time and instruct TCM to have all confirmations sent directly to you.)

- 5. You May Cancel This Agreement at Any Time.** You have the right to cancel this agreement at any time by notifying TCM in writing. TCM also may cancel this agreement at any time by written notice to you. TCM's authority under this agreement will remain in effect until you change or cancel it in writing.
- 6. Reports We Will Provide to You.** TCM will provide you quarterly and annual written statements showing the market value of your account(s), TCM fees directly charged from the account(s), and your account's performance for the quarter or year.
- 7. TCM Fees.** The fees you will pay for TCM's services will be a percentage of the market value of the assets in your account on the last trading day of each calendar quarter. TCM's fee schedule is shown on Schedule A. TCM's fees are payable at the end of each quarter for the services in the prior three months.

In any partial quarter, TCM's fees will be pro rated based on the number of days that TCM managed your account. You should understand that mutual funds will also be subject to additional advisory and other fees and expenses, which are described in the prospectuses of those funds, paid by the funds but ultimately borne by the investor.

The Custodian will deduct from your account or another one of your accounts so designated to pay TCM's fees each quarter after TCM submits a bill to the Custodian. TCM will send you a quarterly statement showing the amount of TCM's fees, the account value on which TCM based the fees, and how TCM calculated the fees. You are responsible for verifying fee computations since custodians do not perform this task.

- 8. How TCM will Value the Investments in Your Account.** TCM will value your portfolio at the closing prices as calculated by the custodian(s) on the valuation date.
- 9. Confidentiality.** Except as you otherwise agree or as is required by law, TCM will keep confidential all information concerning your identity, financial affairs or investments.
- 10. TCM's Services.** TCM manages investments for other clients and may take actions for them and for members, managers, employees, and relatives thereof of TCM. TCM takes actions in the same way for all accounts within a designated investment program. TCM may take different actions in other investment programs and families of mutual funds.

- 11. Risk.** TCM cannot guarantee the future performance of your account, promise any specific level of performance or promise that TCM's investment decisions, strategies or overall management of your account(s) will meet its objective.

The investment decisions TCM will make for you are subject to various market, currency, economic, political and business risks, and will not necessarily be profitable. In managing your account, TCM will not consider any other securities, cash or other investments you own. TCM may suggest a family of mutual funds or an investment program for you, but you are responsible for the final selection and allocation.

Except as may otherwise be provided by law, TCM will not be liable to you for any loss (i) that you may suffer as a result of TCM's good faith decisions or actions where TCM exercises the degree of care, skill, prudence and diligence that a prudent person acting in a fiduciary capacity would use; (ii) caused by following your instructions; or (iii) caused by the Custodian, any mutual fund to which TCM directs transactions for your account or by any other person. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and this agreement does not waive or limit your rights under those laws.

- 12. Legal Actions and Other Services.** TCM will not advise you or act for you in any legal proceedings, including bankruptcies or class actions, involving securities held for your account or the issuers of those securities. TCM does not provide financial planning, insurance planning, estate planning or tax advice.
- 13. Proxy Voting.** TCM will not vote or advise you about how to vote proxies for securities held for your account. The Custodian should promptly send you all proxies and related shareholder communications for the securities held in your account.
- 14. Term of This Agreement.** This agreement will continue in effect until you or TCM cancels it by giving written notice to the other. Termination of this agreement will not affect (i) the validity of any action TCM has previously taken; (ii) your or TCM's liabilities or obligations for transactions started before termination; or (iii) your obligation to pay TCM fees through the date of termination. Upon termination, TCM will have no obligation to recommend or take any action with regard to the securities, cash or other investments in your account.
- 15. Your Authority to Hire TCM.** By signing this agreement, you represent to TCM that you have the legal authority and capacity to hire TCM to manage the assets in your account.
- 16. Your Death or Disability.** Your death, disability or incompetency will not automatically terminate or change the terms of this agreement. However, your executor, guardian, attorney-in-fact or authorized representative may cancel this agreement by giving written notice to TCM.
- 17. Non-assignability.** This agreement may not be assigned (within the meaning of the Investment Advisers Act of 1940 ("Advisers Act")) by TCM without your consent.
- 18. Governing Law.** The internal law of Indiana will govern this agreement. However, nothing in this agreement will be construed contrary to the Advisers Act or any rule or order of the Securities and Exchange Commission under the Advisers Act.

SCHEDULE A

MONEY MANAGEMENT AGREEMENT

1. **Account Assets.** The assets that you wish Tango Capital Management, LLC, to begin managing at this time are: \$ _____

2. **Custody of Account Assets.** The assets to be managed under this agreement will be held in a custodial account established by you with:

Name(s) and address(es) of Custodian(s):

Account Number(s) (when assigned):

Name: _____

Account #: _____

Address: _____

Telephone # _____

Name: _____

Account #: _____

Address: _____

Telephone # _____

3. **Investment Advisory Fees.** TCM's fees for services provided under this agreement will be 2% per year paid at the rate of .5% at the end of each quarter.

4. **Client's Signature:** _____

Date: _____

Client's Signature: _____

Date: _____