Discretionary Investment Advisory Agreement

This Discretionary Investment Advisory Agreement ("Agreement") is entered into by and between Royal Fund Management, LLC dba 401(k) Maneuver ("Adviser")[1] and online ("Client"), and shall be effective from and after the date this Agreement is signed or otherwise accepted electronically by Client (the "Effective Date").

RECITALS

WHEREAS, Adviser offers assistance to plan participants who seek advice in choosing and allocating investments within their 401(k), 403(b), 457, TSP or similar defined contribution plan, which may include an employer sponsored HSA ("Plan") and Client desires to engage Adviser to provide such assistance to Client with respect to Client's defined contribution plan account ("Account").

NOW THEREFORE, for and in consideration of the mutual benefits to be derived from this Agreement and for other good and valuable consideration, the parties agree as follows:

1. SERVICES

Based upon information submitted to Adviser by Client, Adviser will provide the following services:

1. Adviser will use discretion to manage Client's Account. Adviser will make investment allocation changes by reviewing, and as deemed necessary, rebalancing the Client Account on at least a quarterly basis. This agreement covers any elected and eligible Account(s) within the applicable platform.

2. Adviser will manage Client's Account(s) taking into consideration Client's personal risk tolerance as detailed in Section 3 of this agreement. Adviser will also consider current economic and market conditions when periodically rebalancing investment allocations.

3. Adviser will monitor the investment options and the investment style of the investment options and will revise the allocation of the investments to reflect the Client's desired investment goals. Adviser will consider the cost of internal investment fees with the goal of minimizing fees without sacrificing performance.

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[1] As used in this Agreement, "Adviser" includes Royal Fund Management, LLC, and any parent companies, subsidiaries, predecessors, successors, assigns, and affiliated companies/entities.

4. The timing of Account rebalancing or reallocation will occur at Adviser's discretion. Adviser will communicate via email when rebalancing activity occurs in addition to any communication that may come directly from the Plan recordkeeper. The Client authorizes the Adviser to send all correspondence and/or notifications via e-mail or text message. The Client is responsible for providing updated contact information to the Adviser as soon as possible to ensure accurate notification of services. The Client provided the Adviser the preferred email address and cell phone number through the online enrollment process.

5. In order to assist with providing the above services, client acknowledges that he/she provided his/her accurate date of birth and expected year of retirement through the online enrollment process.

2. FEES

Adviser shall receive a quarterly fee of 0.15% for the services provided under this Agreement. The fee will be calculated and paid quarterly based upon all Account(s) the Client elects to be managed. The fee will be debited directly from Client Account(s) through the record keeper via invoice. The fee shall be forwarded to the Adviser within ten (10) days.

The initial fee will be charged based upon the most recent calendar quarter end Account value (March 31st, June 30th, September 30th, and December 31st), if available. If the most recent calendar quarter end value is unavailable through the linking of the Account, the Client's initial fee will be based upon the most recent available value and prorated at the Adviser's discretion for the current calendar quarter. The subsequent quarterly fees will be adjusted based on the quarter end Account balance each calendar quarter. The Client is charged at the beginning of the calendar quarter, which is when services are rendered; thus, termination will not warrant a refund or any additional fee assessment. If the quarter end Account balance is unavailable the fee will be based upon the last known value until the next calendar quarter value is available.

If any of the fee is being supplemented by the Plan Sponsor, the fee debited from the Client Account(s) will be reduced by the amount supplemented by the Plan Sponsor. If the Client's employment with the Plan Sponsor is ended, the full quarterly fee, as stated above, will be debited from the Client's account starting with the next calendar quarter after notification from the Plan Sponsor and/or Client. It is the Client's responsibility to notify the Adviser if he/she wishes to terminate services under this agreement. In addition to the foregoing fees, Client may incur other fees outside of Adviser's control. These fees may be transaction costs, short term redemption fees, internal fund expenses as well as other fees that may be charged by the Plan custodian or other third-party. Client acknowledges that these fees would be assessed to the Client Account according to agreements made with parties not associated with Adviser.

3. RISK TOLERANCE ASSESSMENT

Client acknowledges that he/she selected the appropriate risk tolerance through the online enrollment process.

4. CLIENT RESPONSIBILITIES

If Client's risk tolerance changes for any reason, Client will contact the Adviser so that adjustments can be made promptly to Adviser's discretionary recommendations. Adviser will act immediately to adjust Client's risk profile and, at a minimum, adjust investment allocations at the next scheduled account rebalancing event. The Client authorizes the Adviser to send all correspondence and/or notifications via e-mail or text message. The Client is responsible for providing updated contact information to the Adviser as soon as possible to ensure accurate notification of services. The Client authorizes the Adviser to unenroll any managed Plan(s) from an auto-rebalance service in order to facilitate account management by the Adviser without notice to the Client, if applicable.

Client recognizes that the value and usefulness of Adviser's services will depend upon information that Client provides, and upon Client's active participation in the formulation of financial objectives and investment goals. Copies of certain Client documents may be requested by Adviser. Client represents and warrants that information and documents furnished to Adviser in connection with this Agreement will be true and correct. Such information and documents furnished by Client shall be deemed accurate and will be relied upon by Adviser in rendering advice and making recommendations, unless and until Adviser receives written notice of any change, which Client agrees to furnish promptly should any material changes occur. Client shall indemnify and hold Adviser harmless from any claim or liability which may arise for which outdated or inaccurate information was submitted by Client. Additionally, Client hereby agrees to provide Adviser with all requested information and documents as Adviser may reasonably request in order to permit a complete evaluation and preparation of recommendations for Client.

5. IMPLEMENTATION

Adviser will review current investment allocations and research full plan investment options. Adviser will rebalance the Account based on Client's risk tolerance and current economic and market conditions. Adviser goal is to improve long term performance, manage downside risk when deemed necessary and manage fees associated with internal investment option expenses. Transactions may be irrevocable once processed.

Fees set forth herein are for discretionary management of the Client's defined contribution Plan Account(s) and do not include any other professional services that may be required by Client. Adviser does not and will not provide accounting or legal advice nor prepare any accounting or legal documents. Adviser will not be responsible for the acts or omissions of any other agent, broker or independent contractor selected by Client. Adviser will not take any action or negotiate or consummate any transaction for Client's Account communicated to Adviser by a third-party without Client's prior written consent.

6. RETIREMENT OR EMPLOYEE BENEFIT ACCOUNTS

If the Account is subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or corresponding provisions of the Internal Revenue Code, as amended ("IRC"), Adviser acknowledges that it is a "fiduciary" (as defined in ERISA and the IRC respectively) with respect to the provision of services described in section 1 of this Agreement. Client represents that Adviser's appointment and services are consistent with the plan documents and Client agrees to furnish Adviser true and complete copies of all documents establishing and governing the plan. Client further represents that Client will promptly furnish Adviser with any amendments to the plan, and Client agrees that, if any amendment affects Adviser's rights or obligations, such amendment will be binding on Adviser only with Adviser's prior written consent. If the account contains only a part of the assets of the plan, Client understands that Adviser will have no responsibilities for the diversification of all the plan's investments, and Adviser will have no duty, responsibility or liability for the 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 Client's expense bonding that satisfies this requirement and covers Adviser and any of Adviser's affiliates.

7. PROXY VOTING

Adviser will not take any action or render any advice with respect to the voting of proxies on behalf of Client. Client will be solely responsible for all proxy voting decisions. Client is instructed to read through the information provided with the proxy document and to make a determination based on the information provided.

8. OTHER INVESTMENT ACCOUNTS

Client understands that Adviser serves as an investment adviser for other clients and Adviser's Investment Adviser Representatives ("IARs") serve as IARs for other clients and will continue to do so. Client also understands that Adviser and Adviser's IARs may give advice or make recommendations for other clients, or for their own account(s), that differ from advice or recommendations given to Client. Neither Adviser nor Adviser's IARs are obligated to recommend for Client the purchase or sale of any security or other investment that Adviser or Adviser's IARs may recommend for purchase or sale for any other Client or for Adviser's and/or Adviser's IAR's own accounts. This Agreement does not limit or restrict, in any way, Adviser or Adviser's IARs from buying, selling or trading in any securities or other investments for their own accounts.

9. LIABILITY OF ADVISER

Client understands that there are risks inherent in all financial decisions and transactions and that there is no guarantee that Client's investment objectives or any specific level of performance will be achieved by Adviser's advice, recommendations, and/or discretionary management. To the maximum extent allowed by law, Client agrees that Adviser and Adviser's officers, directors, investment adviser representatives, agents, employees, solicitors, and affiliates will not be liable for any loss incurred with respect to any advice, recommendations, and/or discretionary management given, except where such loss directly results from Adviser's intentional misconduct or gross negligence. Nothing in this section is intended to be a waiver of any right of action Client may have under applicable securities laws or Client's rights in the event Adviser breaches any fiduciary duty owed to Client.

10. ARBITRATION

To the extent not inconsistent with applicable law and to the maximum extent permitted by applicable law, any claim, dispute, or controversy arising under this Agreement or any other agreement between Client and Adviser or any third party contracting with Adviser, including but not limited to any broker/dealer or registered investment adviser contracting with Adviser and/or the employees, agents, independent contractors, officers, directors, shareholders, affiliates, successors and each person or entity who is or may be deemed to be controlling, controlled by or under common control with any of the foregoing, whether entered into before, on, or after the date of this Agreement, shall be submitted to binding arbitration.

A single arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree on an arbitrator, each party shall choose an arbitrator and the chosen arbitrators shall mutually select another arbitrator who will serve as the sole arbitrator. The arbitrator shall conduct the arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), without being submitted to the AAA. The arbitrator shall render a reasoned award stating with particularity the grounds for his or her decision. Judgment upon any award rendered by the arbitrator shall be final, and may be entered into any court having jurisdiction. To the maximum extent permitted by applicable law, any arbitration proceeding shall take place in Sumter County, Florida. Notwithstanding, this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under federal or state securities laws, in which such case any action or proceeding concerning this Agreement shall be commenced in Sumter County, Florida and the parties irrevocably consent to personal jurisdiction and venue in Sumter County, Florida.

The parties agree that no arbitration proceeding under this Agreement shall be certified as a class action or proceed as a class action, or on a basis involving claims brought in a purported representative capacity on behalf of the general public, other clients or potential clients or persons similarly situated, and (ii) no arbitration proceeding under this Agreement shall be consolidated with, or joined in any way with, any other arbitration proceeding. **THE PARTIES AGREE TO ARBITRATE ON AN INDIVIDUAL BASIS AND EACH WAIVES THE RIGHT TO PARTICIPATE IN A CLASS ACTION.**

11. TERMINATION

Either party may terminate this Agreement, at any time, by providing written notice to the other and termination will be effective immediately upon receipt of notice. Client may also cancel at any time by contacting Adviser as outlined in Section 16 below. Client will receive a full refund if termination or cancellation occurs within five (5) business days of the date Client signs or otherwise accepts this Agreement. After the initial five (5) business days from the date Client signs or otherwise accepts this Agreement: if Client terminates or cancels this Agreement, no refund will be provided to Client for any prepaid fees; if Adviser terminates or cancels this Agreement, any prepaid fees will be refunded on a pro rata basis. Termination of this agreement will not affect your obligation to pay fees that have already been earned under this Agreement. Once Agreement is terminated, Adviser will not have ongoing obligation to take any further action.

12. GOVERNING LAW

To the extent not inconsistent with applicable law, this Agreement shall be construed under the laws of the State of Florida, without reference to principles of conflict of laws, provided there is no inconsistency with federal laws.

13. ASSIGNMENT

Neither Adviser nor Client may assign, convey, or otherwise transfer this Agreement or any rights, obligations, or interest herein without the prior written consent of the other party.

14. CONFIDENTIALITY

All information, advice, and recommendations furnished by the parties, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as otherwise agreed upon or as required by law. For current and former Clients, Adviser does not disclose any nonpublic personal information obtained in the course of Adviser practice except as required or permitted by law. Permitted disclosures include, for instance, providing information to Adviser employees and, in limited situations, to unrelated third parties who need to know that information to assist Adviser in providing services to Client. In all such situations, Adviser stresses the confidential nature of information being shared.

15. SEVERABILITY

It is understood by the parties that, if any term, provision, duty or obligation under this Agreement is held by the courts to be unenforceable, illegal or in conflict with applicable law, the validity of the remaining portion shall not be affected and the rights and obligations of the parties shall be construed and enforced as if such invalidity or unenforceable provision was not contained in this Agreement.

16. NOTICES

Except as otherwise specifically agreed to in writing, notices provided herein shall be in writing and sent: (i) if to Client, address provided via online enrollment; (ii) if to Adviser, 1 51 5 Buenos Aires Blvd, The Villages, FL 32159, or to such other addresses as may be designated by either party by written notice to the other.

17. WAIVER

Failure to insist upon strict compliance with any term of this Agreement, or any delay or failure to exercise any power or right, or a continued course of such conduct shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any further exercise. No provision hereof may be waived except by written agreement and no waiver of any breach shall in any way be construed to be a waiver of any subsequent breach.

18. RECEIPT OF DOCUMENTS

Client acknowledges receipt of Adviser's Client Relationship Summary (Form CRS), Privacy Policy, ADV Part 2A, Part 2B(s) and Solicitors Written Disclosure Document (If Applicable).

19. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the parties with respect to the subject matter contained herein. This Agreement may only be changed or amended by an agreement in writing signed by a 11 parties.

THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE WHICH IS LOCATED IN SECTION 9 ABOVE.