MGO Investment Advisors, Inc.
Managed Account Plan Participant
Investment Advisory Agreement

This Agreement sets forth the terms and conditions under which the Plan Participant, as designated below, engages MGO Investment Advisors, Inc. (MGOIA) as Investment Advisor, to provide investment advisory services for certain assets of the Plan Participant (hereafter referred to as the "Assets") maintained with _____ (hereinafter referred to as the "Plan). Plan Participant may obtain further information about the investment advisory services described herein by contacting MGOIA at 1-888-667-5252.

I. The Account

The Plan Participant's investment account (hereinafter referred to as the "Account") shall consist of assets maintained with the Plan, all changes therein occurring as a result of purchases, sales or other transactions affecting the Account, as well as all accretions of any sort including dividends, interest, and stock splits and realized capital appreciation that are now or hereafter designated by the Plan Participant to be managed by the Plan.

II. Advisors Duty with Respect to the Plan

The investment advisory duties shall include:

- Reviewing the menu of mutual funds (the "Funds") included in the Plan offered to the Plan Participants by the Plan.
- Communication as needed with the Plan Participants to discuss economic and market conditions and performance.
- Developing and managing model portfolios to assist Plan Participants in allocating their account to the Funds offered by the Plan according to their investment objectives.
- Providing advice as needed to Plan Participants regarding any issue related to the economy, the investment markets, or the funds held in the Plan or under consideration for inclusion in the Plan.
- MGOIA's duties and responsibilities specifically exclude any issues relating to the legal structure of the plan and/or the operation of the Plan for accounting and record keeping.

The Plan Participant understands that MGOIA will also be acting for other Plan Participants in rendering similar investment services, which may differ from advice given or the nature or timing of action taken with respect to the Account so long as all Plan Participants are treated on a fair and equitable basis over a period of time. It is agreed that the standard of care imposed by MGOIA by this agreement, unless otherwise mandated by law, is to act with the care, skill, prudence and diligence under the prevailing circumstances that a prudent person acting in like capacity and familiar with such matters would use in managing an account of like character.

III. Guarantees, Investment Advisor Representations and Risk Acknowledgement

The Plan Participant understands that no guarantees have been issued or implied by MGOIA with respect to the success of the management of the Assets. The Plan Participant specifically represents that no person has represented or guaranteed to the Plan Participant that any particular result will be achieved. The Plan Participant understands that an advisor's past performance does not predict its future performance, and that any model or back-tested data information given to the Plan Participant by MGOIA was solely for illustration purposes as disclosed in the materials, and not a representation or prediction that such performance could or would be achieved in the future.

The Plan Participant recognizes that investment decisions include market, currency, economic, political and business risk, and that those decisions will not always be profitable. The Plan Participant acknowledges that MGOIA provides no guarantee, either written or oral, that the Plan Participant's investment objectives will be achieved in whole or in part.

IV. Plan Participant Representations

(a) The Plan Participant represents to the best of Plan Participant's knowledge that: the account consists of assets attributable to the Plan Participant's account in the Plan; and

(b) The Plan Participant represents and warrants that Plan Participant shall promptly notify MGOIA in writing of any and all changes in the general financial circumstances and investment objectives of the Plan Participant during the life of this Agreement.

(c) The Plan Participant acknowledges that Participant accounts may be monitored for excessive and other forms of abusive trading and may be subject to administrative procedures and/or restrictions developed by service providers or implemented by service providers at the direction of investment option providers. These policies may take the form of redemption fees and/or purchase block or other trade restrictions. For further information on redemption fees or trade restrictions, including whether one will be applicable to an individual investment option for the Plan, please consult the individual fund prospectuses or other investment option disclosure materials.

V. Confidentiality:

MGO Investment Advisors, Inc.'s primary goal is to protect the privacy of its Plan Participants. MGOIA strives to maintain the Plan Participant's trust and confidence in the firm and MGOIA will not share or disclose any non-public, personal information about current or former Plan Participants except as permitted by law or as necessary for providing the Plan Participant with its services. MGOIA will continue to safeguard the Plan Participant's privacy and the confidentiality of the information entrusted to MGOIA.

VI. Term and Termination, Assignment

The term of this Agreement will begin on the date that it is accepted by MGOIA as evidenced by the date of the signature of an authorized Investment Advisor Representative of MGOIA and will continue until either the Plan or MGOIA receives from the other, written notice that the other elects to terminate this Agreement. Notwithstanding the execution of this Agreement by Plan Participant and MGOIA, MGOIA may refrain from providing any or all services for the Account until such time as all of MGOIA's internal procedures and approvals with regard to the establishment of the Account have been completed. This Agreement may not be assigned by either party without prior written consent. If this Agreement is terminated at a time between billing dates, MGOIA shall be entitled to payment of a portion of the daily fee, equal to such number of days past the termination date bears to the most recent billing date. Over payments of management fees, if any, will be promptly returned to the Plan Participant. Upon termination, it is the Plan Participant's responsibility to monitor the Assets in the Account, and MGOIA will have no further obligation to act or render advice with respect to those assets.

VII. Advisory Fees and Custody Rule Provisions

The Plan Participant will pay a fee of 0.80% per annum (80 basis points) based on the total market value of the Plan Assets. The Participant will be notified of the fee on the quarterly statement. 0.40 is advisory fees – investment manager and representative. 0.40 is for administration fees. The fee will be detailed on the transaction statement. The above fees will be determined and assessed on each Participant's account balance on a daily basis.

VIII. Reliance

MGOIA, may, in its sole discretion, rely upon written instruction, whether received by fax, copy, email or otherwise, reasonably believed by MGOIA to have been signed or authorized by Plan Participant. If after the date of this agreement Plan Participant provides, and MGOIA acknowledges receipt of, new investment objectives, guidelines or other information from a Plan Participant, such information shall supersede the information previously provided and shall be incorporated into and form a part of this agreement.

IX. Conflicts of Interest

Other accounts and Plan Participants advised by MGOIA may have different investment objectives or considerations than the Account. Thus decisions as to certain purchases and sales for each managed account may be made separately and independently in light of the objectives and purposes of each account. In addition, MGOIA does not devote its full time to the management of any account and will only devote such time and attention to any account as it, in its sole discretion, deems necessary for the management of such account.

There may also be a conflict of interest in the allocation of investment opportunities between the Account and other accounts that MGOIA advises. Although MGOIA will allocate investment opportunities in a manner which it believes to be in the best interests of all accounts involved and will in general allocate investment opportunities believed to be appropriate for both the Account and one or more of the other accounts on an equitable basis, there can be no assurance that a particular investment opportunity which comes to the attention of MGOIA will be allocated in any particular manner.

MGOIA will attempt to resolve any conflicts of interest by exercising the good faith required of fiduciaries, and MGOIA believes that it will be able to resolve conflicts on an equitable basis. MGOIA will provide the Plan Participants from time to time with additional information concerning particular conflicts of interest.

X. Investment Guidelines

A copy of Plan Participant's current Information and Investor Profile is attached. Each transaction recommended by MGOIA for the Account will be deemed to be in compliance with Plan Participant's investment objectives for the Account unless written notice to the contrary is received by MGOIA from Plan Participant within 10 days following the first issuance of the confirmation or other report reflecting such recommendation. MGOIA shall not be restricted in acting as investment advisor or manager or performing investment, management or other

services for any other person or entity, nor shall MGOIA or any of its affiliates or personnel be restricted from having investments or making investment transactions for any other Plan Participant or account. MGOIA, its affiliates and personnel may manage and invest their respective personal assets differently than those of Plan Participant, and may have investments or make investment transactions in the same or similar securities held by Plan Participant.

XI. Investment Advisor Status

MGOIA acknowledges that it is a fiduciary as defined by ERISA and represents that it is registered as an Investment Advisor under the Investment Advisors Act of 1940. MGOIA certifies and agrees that it will advise the Plan Participant in writing within a reasonable time of any action or proposed action known to MGOIA that may cause it to lose status as an Investment Advisor under section 3(38)(c) of ERISA or under the Investment Advisors Act of 1940.

XII. Binding Agreement; Governing Law

Upon execution by both the Plan Participant and MGOIA, the foregoing shall constitute the Agreement between the Plan Participant and MGOIA and shall be governed by and construed in accordance with the laws of the State of Ohio for contracts to be performed entirely therein and without regard to the choice of law principals thereof.

XIII. Arbitration

Any dispute, controversy or claim between the Plan Participant and MGOIA or any of its managers, members, officers, directors or employees on the one hand, and Plan Participant or Plan Participant's agents on the other hand, arising out of or relating to this Agreement or the performance or breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association then in effect. The parties agree that any arbitration proceeding pursuant to this provision shall be held in Cleveland, Ohio or such other venue as required by the Law of the State of Ohio. The award of the arbitrators shall be final and binding on the parties, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction.

XIV. Entire Agreement/Receipt of Form ADV

All section headings in this Agreement are for ease of reference only and shall not govern the interpretation of other language in this Agreement. In signing this Agreement, the Plan Participant acknowledges receipt of a copy of MGOIA's Part II of current Form ADV, a copy of which is attached hereto and incorporated herein by reference, at least 48 hours before entering into this Agreement or at the time of signing this agreement, in either case, Plan Participant shall have the right to terminate this Agreement without penalty of any kind or nature within five (5) business days after entering into this Agreement.

Signed this _____ day of _____, 20_____

_____

Plan Name

_____

Signature

_____

Name (Printed)

_XXX-XX-_____

Social Security Number D.O.B.

_____

Address City State Zip

_____

Phone Number

_____

E-Mail Address Drivers License Number Expiration Date

For MGO Investment Advisors, Inc. Use Only

By: _____ Date: _____

Investor Profile

In order to efficiently manage your 401(k) account, please complete the following confidential Investor Profile. Read each question and write the appropriate answer in the grid at the bottom of the page. Add the numbers and complete the scorecard following the questionnaire.

Time Horizon.

1. What is your current age?

1. 66 or older
2. 46 - 65
3. 36 - 45
4. 26 - 35
5. Younger than 25

2. When do you expect to retire?

1. Immediately
2. Less than 5 years
3. 5 – 10 years
4. 10 – 20 years
5. More than 20 years

3. When do you expect to start withdrawing these assets?:

1. Immediately
2. Less than 5 years
3. 5 – 10 years
4. 10 – 20 years
5. More than 20 years

Investment Expertise.

4. Assuming normal market conditions, what would you expect from your 401(k) investment?:

1. Stability
2. Growth with caution
3. Keep pace with the market
4. Slightly outpace the market
5. Aggressive growth

Risk Tolerance / Goal

5. My portfolio should be structured with a risk factor that is:

1. No risk
2. Below average risk
3. Average market risk
4. Above average risk
5. Best opportunity for return regardless of risk.

6. My primary goal for these assets is:

1. Not lose money
2. Complement Social Security
3. 'Spending money' at retirement
4. Retire comfortably
5. Build wealth

SCORECARD	Question #1	
Please enter your scores in the boxes to the right and total the answers to find your 'best fit' MGO Portfolio.	Question #2	
	Question #3	
	Question #4	
	Question #5	
	Question #6	
	Total Points:	

Financial Status.

Please indicate your net worth: (all assets including home equity less any outstanding liabilities/loans)

1. $0 - $100,000
2. $100,000 - $250,000
3. $250,000 - $500,000
4. Over $500,000

To complete your investor profile, select the portfolio that reflects your desired investment: PLEASE MARK ONLY ONE BOX

Total Score	Investor Profile	Selection (based on profile)	Override* (selections other than indicated by profile)
MGO CORE PORTFOLIOS			
6-10	MGO Portfolio #1 (conservative)		
11-15	MGO Portfolio #2 (moderate conservative)		
16-20	MGO Portfolio #3 (moderate)		
21-25	MGO Portfolio #4 (moderate aggressive)		
26-30	MGO Portfolio #5 (aggressive)		
MGO SPECIALTY PORTFOLIOS			
6-10	MGO Government HQ Bond Fund		
6-15	MGO Alternative Bond Fund		
21-27	MGO Socially Responsible Fund		
27-30	MGO Speculative Growth Fund		

EXPECTATIONS: I have read and understand the questions in the Investor Profile. I desire to have MGO Investment Advisors Inc. invest my assets for an annual fee in a manner consistent with the investment style indicated above. I understand that all equity investments contain some amount of risk and volatility and should only be used by those who have a long-term perspective.

*OVERRIDE: I recognize and understand the above classifications and investment styles set forth herein. I realize that my selection is not the recommended classification for my particular situation as determined by the investment profile questionnaire. I believe my choice to be consistent with my personal objectives and hereby relieve MGO Investment Advisors Inc. of any suitability issues concerning my decision.

	XXX-XX-
Print Name	Social Security #
Signature	Date

ACKNOWLEDGEMENT OF RECEIPT

I/We Verify the receipt of MGO Investment Advisors Inc. current SEC Form ADV Part II, provided to us in compliance with Section 203 of the Investment Advisers Act of 1940. I/We also verify the receipt of MGO Investment Advisors Inc./MGO Securities Corp. Privacy Statement/Business Continuity Disclosure Statement.

_____

Signature

_____

Date