

RIA Genius Statement, Consulting Application & Questionnaire

Statement re Electronic Agreement and Disclosure

BY CONTINUING WITH THIS ONLINE APPLICATION, YOU AGREE THAT THE AGREEMENT AND THE DISCLOSURES REQUIRED TO BE PROVIDED AT THE TIME OF APPLICATION TO QUALIFY AS A KACHING RIA GENIUS WILL BE PROVIDED ELECTRONICALLY. READ THE INFORMATION BELOW CAREFULLY BEFORE CONSENTING TO RECEIVE INFORMATION ELECTRONICALLY AT THIS WEBSITE AND VIA ELECTRONIC MAIL (“EMAIL”).

YOU SHOULD PRINT OR SAVE THIS STATEMENT BY USING THE “PRINT” OR “FILE SAVE” OPTIONS ON YOUR INTERNET BROWSER.

In this Statement re Electronic Agreement and Disclosure (“Statement”), the following Application and Questionnaire and the following RIA Genius Consulting Agreement (the “Agreement”), please remember that “you” and “your” refer to the person who is applying to qualify as a kaChing RIA Genius and “we”, “us”, “kaChing” and “our” refer to kaChing Group Inc. In this Statement, the Application and Questionnaire and the Agreement, RIA means Registered Investment Adviser.

- Agreements and other information will be provided to you electronically. Included in those agreements and other information will be confirmations required by the Investment Advisers Act of 1940, as amended (the “Advisers Act”) and other laws (“disclosures”). The agreements and other disclosures to be provided to you electronically include:
 - ◆ kaChing RIA Genius Consulting Agreement and all amendments, notices and other agreements that may supplement that Agreement from time to time;
 - ◆ Consulting fee calculation reports and notices to you under the Agreement; and
 - ◆ kaChing’s Statement of Policies and Procedures that apply to kaChing Geniuses, amendments to those Policies and Procedures and notices and requests relating to those Policies and Procedures.
- By applying to qualify as an RIA Genius, you are accepting this Statement and you are agreeing to receive electronically the agreements and other information listed in the first bulleted paragraph above, including the disclosures. Your consent to receive information electronically will apply only to the agreements and other information listed in the first bulleted paragraph above, including the disclosures.
- Information regarding the Agreement, including the disclosures, will be available on the kaChing website, www.kaching.com (the “Site”), for at least the term of the Agreement and two years following the termination of such Agreement. After that, the information will be available upon request by contacting us by email at support@kaching.com. When the information is available on the Site, we will send you a message to your user account, or otherwise notify you of its availability.

- You are responsible for maintaining a valid email address and software and hardware to receive, read and send email. You must provide us with your current email address and promptly notify us of any changes to your email address in your user profile on the Site.
- To electronically receive the agreements and other information listed in the first bulleted paragraph above, including the disclosures, you will need a compatible operating system and web browser, and you will need access to a printer or the ability to download information in order to keep copies for your records. The currently compatible operating systems and web browsers are identified at <http://www.kaching.com/site/system>. Changes, if any, to these system hardware and software requirements will be updated on the Site. You must periodically refer to the Site for current system requirements. By applying to qualify as a RIA Genius, you are indicating that you do have the capability to access the agreements and other information, including the disclosures, and download or print copies for your records.
- For customer service or technical assistance regarding your RIA Genius status or agreement, including the disclosures, you may send us an email at support@kaching.com.

You may obtain a paper copy of the agreements and other information listed in the first bulleted paragraph above, including the disclosures, at any time by notifying us using any of the methods described in the immediately preceding paragraph for customer service. We will not charge you a fee for the paper copy.

This consent will apply on an ongoing basis unless you withdraw your consent. You may withdraw your consent to receive electronically the agreements and other information listed in the first bulleted paragraph above, including the disclosures. However, if you do withdraw your consent, kaChing will terminate the Agreement. To withdraw your consent, please notify us using any of the methods described above for customer service.

By applying to qualify as an RIA Genius, you are indicating that you have reviewed our privacy and security policies on the Site. You are also acknowledging that your continuation of this application will constitute your agreement to be bound by the terms and conditions of the agreements and other information listed in the first bulleted paragraph above, including the disclosures.

By clicking “I Agree” below you acknowledge that you have read, understand, and agree to be bound by the terms above. If you do not agree to be bound by the terms above, you will not be able to continue. Instead, please email us at support@kaching.com if you have questions regarding this agreement. Because the Agreement requires extensive use of the Site’s functionality, kaChing will not accept an application to be an RIA Genius that is not subject to this Statement.

[Accept ____] You agree that the agreement and disclosures required to be provided at the time of application and any supplemental agreements or subsequent notices of changes will be provided electronically, and you confirm that you will download or print all electronically-provided documents for your records. You acknowledge that you can access

the disclosures, agreements and information that are provided electronically on the Site and via email.

[Do not accept _____] [Click box takes user to an explanation of an appropriate contact.]

[Next] [Click box takes user to the following text, which may become part of the user's profile. It will need to be a non-public portion of the profile.]

Application and Questionnaire

Please provide all of the following information. You represent and warrant to kaChing that the following information is complete and correct. You agree to notify kaChing promptly of any changes to such information at any time while the Agreement is in effect.

Identification and Contact Information

(for individual RIAs)

Your Full Legal Name: _____

Your Primary Email: _____

Your Secondary Email (if any): _____

Business Telephone Number: _____

Primary Business Address: _____

Social Security Number: _____

(for entity RIAs)

Full Legal Name of Business: _____

Type of Entity and Jurisdiction in Which Organized: _____

Your Primary Email: _____

Your Secondary Email (if any): _____

Business Telephone Number: _____

Primary Business Address: _____

Name of Contact Person: _____

Employer ID Number of Entity: _____

Name of principal Portfolio Manager for kaChing Virtual Portfolio: _____

Social Security Number of Principal Portfolio Manager: _____

Qualification

To qualify as an RIA Genius, you must be registered as an investment adviser under the Advisers Act with the U.S. Securities and Exchange Commission (the "SEC"), licensed as an investment adviser under the laws of one or more states of the United States or exempt from such registration under both the Advisers Act and all applicable state laws.

Your IARD number: _____

Please check the appropriate box:

- SEC registered as an investment adviser
Please list here the states with which you have made “notice” filings:

- State registered, licensed or qualified as an investment adviser
Please list here the state or states in which you are so registered, licensed or qualified:

Consulting Fee Information

You designate the fee rate for kaChing users to mirror your virtual portfolio on the kaChing website. The annual rate of this fee can range from 0.50% to 3.00% of the value of the account that mirrors your virtual portfolio. kaChing charges its Customers (as defined in the Agreement) who mirror your virtual portfolio a management fee based on this percentage. kaChing’s consulting fee to you will equal 75% of the management fees that kaChing earns from its Customers who mirror your virtual portfolio, except that you will receive the management fee kaChing earns from Customers who mirror your virtual portfolio, minus 0.25% per year of the net asset value of those accounts calculated on a monthly basis (i) with respect to RIA Clients (as defined in the Agreement), if your annual rate is equal to or more than 1.00%, or (ii) with respect to all Customers if your annual rate is less than 1.00%. Your consulting fee, if any, will be calculated and payable as provided in the Agreement.

Fee rate that Customers will pay to mirror your virtual portfolio: ____% per year.

kaChing will remit payments to you via PayPal, using the primary email address you have specified above (**[PREPOPULATE WITH PRIMARY EMAIL]**). You are responsible for establishing a PayPal account for yourself, and associating it with this email address.

Regulatory Proceedings and Disclosure

You must answer the following questions with respect to yourself and each person who will have any authority in determining the composition of your kaChing virtual portfolio. Italicized terms are defined at the end of this section. One event may result in “yes” answers to more than one of the questions below.

- | | | <u>Yes</u> | <u>No</u> |
|----|--|--------------------------|--------------------------|
| A. | (1) Have you ever: | | |
| | (a) been convicted of or pled guilty or nolo contendere (“no contest”) in a domestic, foreign or military court to any <i>felony</i> ? | <input type="checkbox"/> | <input type="checkbox"/> |
| | (b) been <i>charged</i> with any <i>felony</i> ? | <input type="checkbox"/> | <input type="checkbox"/> |
| | (2) Based upon activities that occurred while you exercised control over it, has an organization ever: | | |

		<u>Yes</u>	<u>No</u>
	(a) been convicted of or pled guilty or nolo contendere (“no contest”) in a domestic or foreign court to any felony?	<input type="checkbox"/>	<input type="checkbox"/>
	(b) been charged with any felony?	<input type="checkbox"/>	<input type="checkbox"/>
B.	(1) Have you ever:		
	(a) been convicted of or pled guilty or nolo contendere (“no contest”) in a domestic, foreign, or military court to a <i>misdemeanor</i> involving: investments or an <i>investment-related</i> business or any fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, extortion, or a conspiracy to commit any of these offenses?	<input type="checkbox"/>	<input type="checkbox"/>
	(b) been charged with a <i>misdemeanor</i> specified in B(1)(a)?	<input type="checkbox"/>	<input type="checkbox"/>
	(2) Based upon activities that occurred while you exercised control over it, has an organization ever:		
	(a) been convicted of or pled guilty or nolo contendere (“no contest”) in a domestic or foreign court to a <i>misdemeanor</i> specified in B(1)(a)?	<input type="checkbox"/>	<input type="checkbox"/>
	(b) been charged with a <i>misdemeanor</i> specified in B(1)(a)?	<input type="checkbox"/>	<input type="checkbox"/>
C.	Has the U.S. Securities and Exchange Commission or the Commodity Futures Trading Commission ever:		
	(1) found you to have made a false statement or omission?	<input type="checkbox"/>	<input type="checkbox"/>
	(2) found you to have been involved in a violation of its regulations or statutes?	<input type="checkbox"/>	<input type="checkbox"/>
	(3) found you to have been a cause of an <i>investment-related</i> business having its authorization to do business denied, suspended, revoked, or restricted?	<input type="checkbox"/>	<input type="checkbox"/>
	(4) entered an order against you in connection with <i>investment-related</i> activity?	<input type="checkbox"/>	<input type="checkbox"/>
	(5) imposed a civil money penalty on you, or ordered you to cease and desist from any activity?	<input type="checkbox"/>	<input type="checkbox"/>
D.	Has any other Federal regulatory agency or any state regulatory agency or foreign financial regulatory authority ever:		
	(1) found you to have made a false statement or omission or been dishonest, unfair or unethical?	<input type="checkbox"/>	<input type="checkbox"/>
	(2) found you to have been involved in a violation of <i>investment-related</i> regulation(s) or statute(s)?	<input type="checkbox"/>	<input type="checkbox"/>
	(3) found you to have been a cause of an <i>investment-related</i> business having its authorization to do business denied, suspended, revoked or restricted?	<input type="checkbox"/>	<input type="checkbox"/>
	(4) entered an order against you in connection with <i>investment-related</i> activity?	<input type="checkbox"/>	<input type="checkbox"/>
	(5) denied, suspended, or revoked your registration or license or otherwise, by order, prevented you from associating with an <i>investment-related</i> business or restricted your activities?	<input type="checkbox"/>	<input type="checkbox"/>
E.	Has any self-regulatory organization or commodities exchange ever:		
	(1) found you to have made a false statement or omission?	<input type="checkbox"/>	<input type="checkbox"/>
	(2) found you to have been involved in a violation of its rules (other than a violation designated as a “minor rule violation” under a plan approved by the U.S. Securities and Exchange Commission)?	<input type="checkbox"/>	<input type="checkbox"/>
	(3) found you to have been the cause of an <i>investment-related</i> business having its authorization to do business denied, suspended, revoked or restricted?	<input type="checkbox"/>	<input type="checkbox"/>
	(4) disciplined you by expelling or suspending you from membership, barring or suspending your association with its members, or restricting your activities?	<input type="checkbox"/>	<input type="checkbox"/>
F.	Has your authorization to act as an attorney, accountant or federal contractor ever been revoked or suspended?	<input type="checkbox"/>	<input type="checkbox"/>
G.	Have you been notified that you are now the subject of any:		
	(1) regulatory complaint or proceeding that could result in a “yes” answer to any part of C, D or E?	<input type="checkbox"/>	<input type="checkbox"/>
	(2) investigation that could result in a “yes” answer to any part of A, B, C, D or E?	<input type="checkbox"/>	<input type="checkbox"/>
H.	(1) Has any domestic or foreign court ever:		
	(a) enjoined you in connection with any <i>investment-related</i> activity?	<input type="checkbox"/>	<input type="checkbox"/>
	(b) found that you were involved in a violation of any <i>investment-related</i> statute(s) or regulation(s)?	<input type="checkbox"/>	<input type="checkbox"/>
	(c) dismissed, pursuant to a settlement agreement, an <i>investment-related</i> civil action brought against you by a state or foreign financial regulatory authority?	<input type="checkbox"/>	<input type="checkbox"/>
	(2) Are you named in any pending civil action or other civil proceeding that could result in a “yes” answer to any part of H(1)?	<input type="checkbox"/>	<input type="checkbox"/>

		<u>Yes</u>	<u>No</u>
I.	(1) Have you ever been named as a respondent/defendant in an <i>investment-related</i> consumer-initiated arbitration or civil litigation which alleged that you were <i>involved</i> in one or more <i>sales practice violations</i> and which:		
	(a) is still pending, or;	<input type="checkbox"/>	<input type="checkbox"/>
	(b) resulted in an arbitration award or civil judgment against you, regardless of amount, or;	<input type="checkbox"/>	<input type="checkbox"/>
	(c) was settled for an amount of \$10,000 or more?	<input type="checkbox"/>	<input type="checkbox"/>
	(2) Have you ever been the subject of an <i>investment-related</i>, consumer-initiated complaint, not otherwise reported under question I(1) above, which alleged that you were <i>involved</i> in one or more <i>sales practice violations</i>, and which complaint was settled for an amount of \$10,000 or more?	<input type="checkbox"/>	<input type="checkbox"/>
	(3) Within the past twenty four (24) months, have you been the subject of an <i>investment-related</i>, consumer-initiated written complaint, not otherwise reported under question I(1) or I(2) above, which:		
	(a) alleged that you were <i>involved</i> in one or more <i>sales practice violations</i> and contained a claim for compensatory damages of \$5,000 or more (if no damage amount is alleged, the complaint must be reported unless the firm has made a good faith determination that the damages from the alleged conduct would be less than \$5,000), or;	<input type="checkbox"/>	<input type="checkbox"/>
	(b) alleged that you were <i>involved</i> in forgery, theft, misappropriation or conversion of funds or securities?	<input type="checkbox"/>	<input type="checkbox"/>
	(4) Are you currently the subject of, or have you been the subject of, an arbitration claim alleging damages in excess of \$2,500, involving any of the following:		
	(a) any investment or an <i>investment-related</i> business or activity?	<input type="checkbox"/>	<input type="checkbox"/>
	(b) fraud, false statement, or omission?	<input type="checkbox"/>	<input type="checkbox"/>
	(c) theft, embezzlement or other wrongful taking of property?	<input type="checkbox"/>	<input type="checkbox"/>
	(d) bribery, forgery, counterfeiting or extortion?	<input type="checkbox"/>	<input type="checkbox"/>
	(e) dishonest, unfair or unethical practices?	<input type="checkbox"/>	<input type="checkbox"/>
	(5) Are you currently subject to, or have you been <i>found liable in</i>, a civil, <i>self-regulatory organization</i>, or administrative <i>proceeding</i> involving any of the following?		
	(a) an investment or <i>investment-related</i> business or activity?	<input type="checkbox"/>	<input type="checkbox"/>
	(b) fraud, false statement, or omission?	<input type="checkbox"/>	<input type="checkbox"/>
	(c) theft, embezzlement or other wrongful taking of property?	<input type="checkbox"/>	<input type="checkbox"/>
	(d) bribery, forgery, counterfeiting or extortion?	<input type="checkbox"/>	<input type="checkbox"/>
	(e) dishonest, unfair or unethical practices?	<input type="checkbox"/>	<input type="checkbox"/>
J.	Have you ever voluntarily <i>resigned</i>, been <i>discharged</i> or permitted to <i>resign</i> after allegations were made that accused you of:		
	(1) violating <i>investment-related</i> statutes, regulations, rules or industry standards of conduct?	<input type="checkbox"/>	<input type="checkbox"/>
	(2) fraud or the wrongful taking of property?	<input type="checkbox"/>	<input type="checkbox"/>
	(3) failure to supervise in connection with <i>investment-related</i> statutes, regulations, rules or industry standards of conduct?	<input type="checkbox"/>	<input type="checkbox"/>
K.	Within the past 10 years:		
	(1) have you made a compromise with creditors, filed a bankruptcy petition or been the subject of an involuntary bankruptcy petition?	<input type="checkbox"/>	<input type="checkbox"/>
	(2) based on events that occurred while you exercised <i>control</i> over it, has an organization made a compromise with creditors, filed a bankruptcy petition or been the subject of an involuntary bankruptcy petition?	<input type="checkbox"/>	<input type="checkbox"/>
	(3) based on events that occurred while you exercised <i>control</i> over it, has a broker or dealer been the subject of an involuntary bankruptcy petition, or had a trustee appointed, or had a direct payment procedure initiated under the Securities Investor Protection Act?	<input type="checkbox"/>	<input type="checkbox"/>
L.	Has a bonding company ever denied, paid out on, or revoked a bond for you?	<input type="checkbox"/>	<input type="checkbox"/>
M.	Do you have any unsatisfied judgments or liens against you?	<input type="checkbox"/>	<input type="checkbox"/>

Definitions

CHARGED means being accused of a crime in a formal complaint, information, or indictment (or equivalent formal charge).

CONTROL means the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. Any individual *firm* that is a director, partner or officer exercising executive responsibility (or having similar status or functions) or that directly or indirectly has the right to vote 25 percent or more of the voting securities or is entitled to 25 percent or more of the profits is presumed to control that company.

ENJOINED includes being subject to a mandatory injunction, prohibitory injunction, preliminary injunction or a temporary restraining order.

FELONY, for *jurisdictions* that do not differentiate between felony or misdemeanor, is an offense punishable by a sentence of at least one year imprisonment and/or a fine of at least \$1,000. The term also includes a general court martial.

FIRM means a broker-dealer, investment adviser or issuer, as appropriate.

FOREIGN FINANCIAL REGULATORY AUTHORITY includes a foreign securities authority; any other governmental body or foreign equivalent of a *self-regulatory organization* empowered by a foreign government to administer or enforce its laws relating to the regulation of *investment-related* activities; or a membership organization, a function of which is to regulate the participation of its members in *investment-related* activities listed above.

FOUND includes adverse final actions, including consent decrees in which the respondent has neither admitted nor denied the findings, but does not include agreements, deficiency letters, examination reports, memoranda of understanding, letters of caution, admonishments and similar informal resolutions of matters.

INVESTIGATION includes: (a) grand jury investigations; (b) U.S. Securities and Exchange Commission investigation after the “Wells” notice has been given; (c) FINRA investigations after the “Wells” notice has been given or after a person associated with a member, as defined in FINRA Bylaws, has been advised by the staff that it intends to recommend formal disciplinary action; (d) formal investigations by other *SROs*; or (e) actions or procedures designated as investigations by *jurisdictions*. The term *investigation* does not include subpoenas, preliminary or routine regulatory inquiries or requests for information, deficiency letters, “blue sheet” requests or other trading questionnaires or examinations.

INVESTMENT-RELATED pertains to securities, commodities, banking, insurance or real estate (including, but not limited to, acting as or being associated with a broker, dealer, issuer, investment company, investment adviser, municipal securities dealer, government securities broker or dealer, futures sponsor, bank or savings association).

INVOLVED means engaging in an act or omission or aiding, abetting, counseling, commanding, inducing, conspiring with or failing reasonably to supervise another in doing an act or omission.

JURISDICTION means a state, the District of Columbia, the Commonwealth of Puerto Rico, or any subdivision or regulatory body thereof.

MINOR RULE VIOLATION is a violation of a *self-regulatory organization* rule that has been designated as “minor” pursuant to a plan approved by the U.S. Securities and Exchange Commission. A rule violation **may** be designated as “minor” under a plan if the sanction imposed consists of a fine of \$2,500 or less, and if the sanctioned person does not contest the fine. Check with the appropriate *self-regulatory organization* to determine if a particular rule violation has been designated “minor” for these purposes.

ORDER means a written directive issued pursuant to statutory authority and procedures, including an order of denial, exemption, suspension or revocation but does not include special stipulations, undertakings or agreements relating to payments, limitations on activity or other restrictions unless they are included in an order.

PROCEEDING includes a formal administrative or civil action initiated by a governmental agency, *self-regulatory organization* or *foreign financial regulatory authority*, a *felony* criminal indictment or information (or equivalent formal charge) or a *misdemeanor* criminal information (or equivalent formal charge), but does not include an arrest or similar charge effected in the absence of a formal criminal indictment or information (or equivalent formal charge).

RESIGN or **RESIGNED** relates to separation from employment with any employer, is **not** restricted to *investment-related* employment, and includes any termination in which the allegations are a proximate cause of the separation, even if you initiated the separation.

SALES PRACTICE VIOLATIONS shall include any conduct directed at or involving a customer which would constitute a violation of: any rules for which a person could be disciplined by any *self-regulatory organization*; any provision of the Securities Exchange Act of 1934; or any state statute prohibiting fraudulent conduct in connection with the offer, sale or purchase of a security or in connection with the rendering of investment advice.

SELF-REGULATORY ORGANIZATION (“SRO”) means any national securities or commodities exchange, any national securities association (e.g., FINRA) or any registered clearing agency.

Personal Trading Policies

kaChing takes measures to protect its Customers from, among other things, front-running, insider trading and scalping by kaChing’s supervised persons, including all Geniuses, and to satisfy kaChing’s fiduciary duty to Customers regarding trade allocations and execution. As an RIA Genius, if you have a Code of Ethics and Policies and Procedures in place that satisfy SEC Rules 204A-1 and 206(4)-7, respectively, under the Advisers Act, you may either follow that Code of Ethics and Policies and Procedures or follow kaChing’s Genius Policies and Procedures. If you do not have these documents in place or your documents do not satisfy such SEC rules, you must chose (ii) below.

PLEASE CHECK ONE OF THE FOLLOWING TWO BOXES AND PROVIDE THE INFORMATION INDICATED FOR THE BOX YOU CHECKED:

- (i) You represent and warrant to, and agree with, kaChing that (A) you have adopted and in place at this time, and you shall follow and maintain a Code of Ethics that complies with Rule 204A-1 promulgated by the SEC under the Advisers Act and Policies and Procedures that comply with SEC Rule 206(4)-7 under the Advisers Act, and under those policies you will treat your kaChing virtual portfolio as your other clients, including, but not limited to, protecting the recommendations pending for your kaChing virtual portfolio the same as you protect pending recommendations for your other clients; (B) you have provided to kaChing true and complete copies of such Code and such Policies and Procedures and you understand that kaChing's Chief Compliance Officer must agree that they satisfy such SEC rules before the Agreement will become effective; (C) you shall provide to kaChing a true and complete copy of each amendment to such Code or such Policies and Procedures promptly on adopting such amendment; (D) you shall follow such Code and such Policies and Procedures with respect to allocations of investment opportunities, the timing of trading instructions and prohibitions on front-running and other trading restrictions, in each case treating your kaChing virtual portfolio as favorably as other of your clients; and (E) you shall provide to kaChing, for each fiscal quarter during the term of the Agreement, a Certificate of Compliance with your Code of Ethics and Policies and Procedures in the form attached to the Agreement as Exhibit A, or such other form as the parties may mutually agree upon from time to time; **OR**
- (ii) You represent and warrant to, and agree with, kaChing that (A) you have read, fully understand, and will comply fully with kaChing's Genius Policies and Procedures, including but not limited to reporting of securities accounts, and positions and trading requirements, complying with kaChing's blackout periods with respect to all personal accounts (except as provided in the Agreement with respect to accounts Beneficially Owned by your non-kaChing client accounts ("Other Client Accounts")), (B) pursuant to the Genius Policies and Procedures, you will afford kaChing full viewing access to each securities accounts you Beneficially Own, and for this purpose, (1) you must include accounts and securities Beneficially Owned by you and your spouse, minor children, relatives or other persons living with you and other persons to whom you contribute support, each other person who has access to non-public information about your kaChing virtual portfolio (in each case, including that person's spouse and family members as defined in the Genius Policies and Procedures), and if you are an entity, each person who will have any authority in determining the composition of your kaChing virtual portfolio, but (2) you may exclude your Other Client Accounts, and (C) on request, you will provide to kaChing information about and you will comply with kaChing's blackout periods or request specific waivers of those periods with respect to your Other Client Accounts.

kaChing shall promptly notify you of, and afford you access to, all amendments to the Genius Policies and Procedures, and if you do not agree with any such amendment, you shall promptly inform kaChing, in which case the Agreement shall terminate. If you check this option (ii), you must complete the three sections below with respect to yourself and the other persons indicated. If you are an entity, please include each person who will

have any authority in determining the composition of your kaChing virtual portfolio and each such person’s spouse. **If you choose this response (ii), you must complete each of these three sections - List of Accounts, List of Other Securities Investments, and Affiliations with Issuers of Securities. If you choose response (i) above, you do not need to complete these three sections.**

List of Accounts: List below all Securities (as defined below) accounts with any brokerage firm or financial institution held in your name or the name of any of your spouse, minor children, relatives or other persons living with you and other persons to whom you contribute support, or in which any such person has Beneficial Ownership (as defined below) other than your Other Client Accounts:

If none, check here:

Registered in the Name of	Financial/Brokerage Institution	Account Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

For this purpose, (a) “Security” means any investment instrument commonly viewed as a security, including any common stock, option, warrant, right to acquire securities or convertible instrument, as well as any exchange-traded fund, swap or other derivative instrument, whether issued in a public or private offering (other than shares of open-end investment companies (“mutual funds”) registered under the Investment Company Act of 1940, as amended, that are not affiliated with kaChing, securities issued by the U.S. government, money market instruments (such as bankers’ acceptances, bank certificates of deposit, commercial paper, repurchase agreements and other high-quality short-term debt instruments) and shares of money market funds), and (b) “Beneficial Ownership” of a security is defined in section E of the Introduction of kaChing’s Genius Policies and Procedures. (See http://static.kaching.com/documents/policies_and_procedures.pdf)

List of Other Securities Investments: If you or any of your spouse, minor children, relatives or other persons living with you and other persons to whom you contribute support has any Beneficial Ownership (as defined above), other than Other Client Accounts, of any security (as defined above) that is NOT held in an account listed in response to the preceding question, please list below the title, type, number of shares or principal amount (as applicable), and trading symbol or CUSIP number (as applicable) of each such security:

If none, check here:

Title of Security	Type (e.g., common, preferred, note, bond)	Number of Shares or Principal Amount	Exchange Ticker Symbol or CUSIP	Financial/Brokerage Institution Where Securities Are Held	Account Name and Number

You understand that kaChing requires these lists to monitor your compliance with kaChing’s Statement of Policies and Procedures on personal trading. You agree to notify us and obtain our consent (i) before opening any new account that is within the description above, (ii) before or on the same day as any of the securities listed above are no longer Beneficially Owned by you, your minor child, relative or other person living with you or other person to whom you contribute support, or (iii) on or before any day on which you or any of such persons acquires a new position in a security, outside of an account monitored by kaChing. In the Agreement, you authorize kaChing to confirm with any broker whether you have any undisclosed accounts.

You agree to arrange for kaChing to have electronic access to review all account activity for each of the accounts listed above. Your RIA Genius Consulting Agreement will only become effective when kaChing accepts it and confirms it has such access.

Affiliations with Issuers of Securities: Include yourself and your spouse in the following three responses. If the RIA Genius is an entity, please include each person who will have any authority in determining the composition of your kaChing virtual portfolio and each such person’s spouse.

Are you employed or do you work as a consultant for or have any other relationship with an issuer of securities that either are registered under the Securities Exchange Act of 1934, as amended (the "1934 Act"), or are otherwise traded through a public market (in either case, “Publicly Traded Securities”)? Yes ___ No ___

Is your spouse or any other member of your immediate family who lives with you employed by, or does your spouse or such a family member consult for or have any other relationship with any issuer of Publicly Traded Securities? Yes ___ No ___

If the answer to any of the two preceding questions is yes, please provide the name of each such issuer of Publicly Traded Securities and its trading symbol:

Application and Questionnaire Signature and Representation

For all RIA Genius applicants:

_____ [enter full name of RIA Genius] [Agree _____] You represent, warrant and agree that the above information is accurate and complete, and you agree to keep such information accurate and complete by updating it through your kaChing user page.

[Next] [*clicking the box takes user to the following text*]

RIA Genius Consulting Agreement

This RIA GENIUS CONSULTING AGREEMENT (this “Agreement”) is made as of the date that kaChing notifies you that kaChing accepts your application to be a kaChing RIA Genius, based on your RIA Genius Consulting Application and Questionnaire (the “Application”), your representations and warranties, and your agreements herein. You accept and agree to kaChing’s Terms of Use (except as provided in section 3(a)), you manage a kaChing virtual portfolio on kaChing’s website (the “Site”) and you desire kaChing to manage brokerage accounts for certain kaChing users (called “Customers” or “kaChing Customers”) by causing such brokerage accounts to mirror your kaChing virtual portfolio and to have kaChing pay you consulting fees (as described below) for such mirroring. As a condition to and in consideration of kaChing’s paying you the consulting fees described below and kaChing’s other agreements herein, you make the representations and warranties and agreements in the Application and further covenant and agree with kaChing as follows:

1. **Services.** You agree to maintain the virtual portfolio in accordance with the terms and conditions in this Agreement. kaChing may manage certain brokerage accounts of Customers by causing those accounts to mirror your virtual portfolio on the Site (subject in each case to any restrictions requested or required by such Customers). Any kaChing Customer who has a preexisting client relationship with you pursuant to a separate written investment advisory agreement is herein called an “RIA Client”. You may recommend to your RIA Clients to become Customers and to mirror your virtual portfolio. If you refer RIA Clients to mirror your virtual portfolio on kaChing, and wish to classify these clients as such for purposes of calculating the consulting fees for RIA Clients (described in section 2(a) below), you agree to notify kaChing of the identity of these RIA Clients, if any, and evidence of such written agreement upon kaChing’s request to you. In this Agreement, RIA means Registered Investment Adviser.

2. **Consulting Fees.** kaChing receives a management fee for each calendar month from each Customer, based on that Customer’s account’s net market value as of the close of trading on the New York Stock Exchange (herein, “close of markets”) on the last business day of the preceding month (except for the first month an account commences mirroring when the management fee will be based on the initial deposit). kaChing charges the management fee on the 10th business day of each month, except that if a Customer’s account commences mirroring on or after the close of markets on the 9th business day in a month, the pro rated fee for that month will be charged in arrears, on the 10th business day of the following month. kaChing will provide full repayment to a Customer of the management fee paid for a calendar month,

however, if during such month your status as an RIA Genius terminates, which will occur if either you or kaChing terminates this Agreement, or if your virtual portfolio terminates. Also, kaChing will only charge a Customer a pro rated management fee for a particular month if the Customer terminates the Customer's mirroring account for any other reason during the calendar month, and if such event occurs on or after the close of markets on the 9th business day of the month, kaChing will return to that Customer the difference between the pro rated fee and the fee already paid. For the purpose of this section 2, kaChing is deemed to "earn" a management fee only when that management fee has been paid to kaChing and is no longer subject to the risk that kaChing will be required to return all or part of such management fee to the Customer.

(a) Except as provided below and elsewhere in this Agreement, kaChing will permit you to continue posting your virtual portfolio and pay you a consulting fee, if any, for each month based on the total management fees kaChing actually earns (as defined above) from Customers during that month with respect to your virtual portfolio. kaChing's consulting fee to you will equal 75% of the management fees that kaChing earns from its Customers who mirror your virtual portfolio, except that you will receive the management fee kaChing earns from Customers who mirror your virtual portfolio, minus 0.25% per year of the net asset value of those accounts calculated on a monthly basis (i) with respect to RIA Clients, if your annual rate is equal to or more than 1.00%, or (ii) with respect to all Customers if your annual rate is less than 1.00%.

(b) kaChing will pay you the consulting fee, if any, for each month by credit to your PayPal account (as identified above in the Application) on or before the first trading day of the following month. To be clear, this is an example: a management fee that kaChing actually receives on the 10th business day of January will be considered to be earned by kaChing at the close of markets on January 31st (when that fee is no longer subject to full or pro rata reimbursement to the Customer). kaChing will credit your consulting fee with respect to that Customer to your PayPal account on or before the first business day of February.

(c) If the consulting fee payable to you under section 2(a) for a particular month is less than \$100, kaChing will hold that payment and pay it to you, without interest, at the earlier of (i) when the cumulative total amount of consulting fees that kaChing owes you under section 2(a) is at least \$100, or (ii) on the termination of this Agreement.

(d) kaChing will use reasonable business efforts to obtain payment of the management fee from each Customer, but until it receives such fee and such fee is not subject to reimbursement, kaChing is not obligated to pay you the consulting fee relating to such Customer.

3. Policies and Procedures, Terms of Use, Privacy.

(a) Because you are in the business of providing investment advice and you are regulated as an investment adviser, in your Application, under "Personal Trading Policies," you designated either (i) or (ii) to comply with kaChing's policy to protect against abusive and illegal practices with respect to personal trading. The box you checked, either (i) or (ii), is incorporated herein by reference. In either event, you acknowledge that you have read and fully understand, and you agree to comply in all respects with, kaChing's Terms of Use, except that if any term of the Terms of Use is different from any provision of this Agreement, you shall be

required to comply with this Agreement and not the Terms of Use with respect to that inconsistent provision. (See <http://www.kaching.com/legal/terms>.) kaChing shall promptly notify you of, and afford you access to, all amendments to the Terms of Use. If you do not agree with any such amendment, you shall promptly inform kaChing, in which case this Agreement shall terminate. **You understand that front running (trading in a specific security before a Customer), manipulative trading (trading that misleads other buyers and sellers about a specific security), publishing false and misleading statements or unsubstantiated rumors, tipping and any other violation of the Terms of Use or the personal trading restrictions that apply to you are prohibited.**

(b) You agree that you shall not manage your kaChing virtual portfolio taking into account the financial situation or investment objectives of any Customer or other person. As a kaChing RIA Genius, your postings on your page or wall, responses to other users' postings on such page or wall and your non-public messages to users other than RIA Clients may not recommend your virtual portfolio to any particular kaChing user. kaChing Customers who mirror your virtual portfolio (except your RIA Clients) are not your clients, and you may not have personal communication or contact with, or provide personal investment advice to, them. If a kaChing Customer who is not your RIA Client initiates personal contact or seeks advice, you must refer that Customer to support@kaching.com. You may provide investment advice to RIA Clients through the kaChing private messaging system, including, but not limited to, recommending that the RIA Client follow your virtual portfolio, but you may not provide that advice on the public portion of your user page or wall on the Site. You must carefully draft your research and public profile to avoid recommending your virtual portfolio to any particular user based on his or her financial situation.

(c) If you obtain any personal non-public information with respect to any Customer (that is, information that is not available on the Site generally to other users), you shall maintain such information as confidential, in accordance with Regulation S-P promulgated by the SEC. You shall take reasonable precautions to protect your kaChing virtual portfolio against unauthorized activity of any kind. You shall report any unauthorized activity as soon as you discover it to support@kaching.com, ATTN:CCO.

(d) You acknowledge and agree that you will not be permitted to trade in your virtual portfolio in the securities of any issuer of which you or any of your immediate family members (as defined in the Genius Policies and Procedures, or in your own code of ethics or policies and procedures, as applicable) is an "insider" under the federal securities laws, or as to which you or any such immediate family member may be subject to black-out periods or other trading restrictions.

(e) You acknowledge and agree that under kaChing's Terms of Use, kaChing may display your user name, your image and full information about your virtual portfolio on the Site, as well as on other websites, including, but not limited to, independent websites that affiliate with kaChing.

(f) You must not allow any unauthorized individuals to access your kaChing user account. You shall use every precaution to protect your log-in credentials and shall immediately notify kaChing if you suspect unauthorized activity in your user account. You shall

also install and maintain reasonably up-to-date anti-virus and anti-malware software to prevent unauthorized access into your user account.

4. Background Checks. You consent to kaChing performing such credit checks and background inquiries concerning you as kaChing considers advisable, and you agree to provide any information or releases requested by kaChing to perform such credit checks and background inquiries. You hereby authorize any bank, brokerage or commodity trading firm to disclose to kaChing whether you or any member of your immediate family have an account with such firm.

5. RIA Genius Representations and Warranties. You represent and warrant to, and agree with, kaChing as follows:

(a) The Application and all your representations and warranties in this Agreement are now and shall continue to be true and complete throughout the term of this Agreement, and if at any time any event occurs that could make any of such information incomplete or inaccurate, you shall immediately update this Application on your kaChing user profile and provide complete and accurate information to correct your Application and your representations and warranties.

(b) If you are an entity, you are duly organized, validly existing and in good standing under the laws of the jurisdiction in which you are organized.

(c) You have full power and authority and are permitted by applicable law to enter into this Agreement and carry out your obligations under this Agreement and to conduct your business as contemplated by this Agreement. This Agreement has been duly authorized, executed and delivered by you and is your legal, valid and binding agreement, enforceable against you in accordance with its terms.

(d) Your execution of this Agreement and your performance of your obligations under this Agreement will not violate the terms of, or constitute a default under, any management, advisory or other agreement or instrument to which you are a party or are subject or by which you are bound, or any order, rule, law, regulation or other legal requirement applicable to you.

(e) There is not pending or, to the best of your knowledge, threatened any action, suit or proceeding before or by any court or other governmental body or regulatory authority to which you are or may be a party is or may be subject, and no event has occurred relating to you that could hereafter result in a “yes” response to any question under the heading “Regulatory Proceedings and Disclosure” above.

(f) You have and shall maintain, and you shall cause your supervised persons (as defined in section 202(a)(25) of the Advisers Act) to have and maintain, all business and professional licenses, registrations and permits that are necessary or appropriate under any applicable law or regulation to carry on the business contemplated by this Agreement. You agree to obtain and maintain, and agree to cause your supervised persons to obtain and maintain, any such license, registration or permit that may in the future become necessary or appropriate, under any applicable law or regulation, to carry on the business contemplated by this Agreement. In particular, but without limiting the generality of the foregoing: (A) you are and shall be duly

licensed or registered as an investment adviser under the laws of each jurisdiction requiring such licensing or registration, including but not limited to the 1934 Act, the Advisers Act and the laws of any state, (B) if you are licensed or registered as an investment adviser with the SEC, you also have made and shall make all notice filings required under the laws of any state (including, for this purpose, your RIA Clients as your clients) and (C) your supervised persons are and shall be registered or licensed as registered representatives or investment adviser representatives under the laws and regulations of each jurisdiction requiring such licensing or registration and have made and shall make all filings required by, and have complied and will comply in all respects with, all such laws and regulations. You shall maintain, and shall cause your supervised persons to maintain, each such license or registration in full force and effect to the extent necessary or appropriate under all applicable laws and regulations to carry on the business contemplated by this Agreement.

(g) If you are a registered representative or principal of a member of the Financial Industry Regulatory Authority, Inc. (“FINRA”), you have complied in all respects with FINRA Rule 3040 and any other applicable rules and regulations and such member has consented to your performance of your duties under this Agreement pursuant to FINRA Rule 3040 and any other applicable rules and regulations.

6. Licenses and Registration. kaChing is registered as an investment adviser with the SEC, and as such will make notice filings as required under the laws of the U.S. states in which Customers reside. kaChing is not registered as an investment adviser in any country other than the United States and additional registrations may be required. If any state securities regulatory authority or the SEC asserts that any additional license, qualification, registration or permit, or any additional or different policies and procedures, are necessary or appropriate with respect to your activities or the consulting fees kaChing pays to you under section 2, you agree promptly to obtain and to maintain any such license, registration or permit, to adopt or amend such policies and procedures, or to otherwise comply with all applicable laws, rules and regulations. kaChing shall not be obligated to pay you consulting fees that accrue under section 2 at any time when, and so long as, kaChing reasonably believes that you are not in compliance with any requirement that you obtain or maintain any license, qualification, registration or permit or that you revise your policies and procedures or comply with any similar requirement. Each of kaChing and you will provide to each other all necessary information in connection with determining and satisfying regulatory compliance requirements. You shall cooperate with and provide information and assistance to kaChing, as kaChing may request, at any time or times, in kaChing’s discretion, in connection with responding to any governmental or self-regulatory organization examination, inspection, review or inquiry.

7. Trading Restrictions.

(a) You hereby authorize kaChing to investigate in any lawful manner at any time or times, in kaChing’s discretion, whether you or any other person who is subject to your code of ethics or policies and procedures or to kaChing’s Genius Policies and Procedures, as applicable, has any undisclosed brokerage account or is misusing or receiving any unauthorized benefit from your kaChing RIA Genius status.

(b) As an RIA Genius, you agree that you will not over time disadvantage the Customer accounts that mirror your virtual portfolio, relative to your Other Client Accounts, and you agree to allocate fairly and equitably investment opportunities between the Customers and your Other Client Accounts over time. You agree to provide promptly to kaChing such information about trading times and prices, position histories and performance information with respect to your Other Client Accounts on an aggregated basis as kaChing may request; provided that such information shall not include any personal nonpublic information about any Other Client Account or any information by which one or more Other Client Accounts could be identified.

(c) Any failure to provide the information that is required under this Agreement or activities that violate the trading restriction that apply to you will constitute a material breach of this Agreement.

8. Continual Engagement. You shall log-in to the Site at least once each week (consisting of a Sunday through Saturday) to confirm that you have internet connectivity and are actively engaged in monitoring your virtual portfolio, and you must respond to inquiries and messages from kaChing within forty-eight hours. kaChing will terminate this Agreement if you fail to comply with these requirements.

9. Nondisclosure to kaChing. You have not disclosed and will not disclose to kaChing or on the Site and will not use or trade on any trade secrets or other confidential or proprietary information that you may not lawfully so disclose or use, by virtue of the ownership of the same by another person or otherwise.

10. Trading Limits, Pricing.

(a) For kaChing to avoid status as an insider of a particular issuer under the securities laws and to comply with other regulatory limits, kaChing reserves the right to prohibit from time to time purchases of certain securities in your virtual portfolio. If you add securities to your virtual portfolio that kaChing determines may not be purchased for Customer accounts, that virtual purchase either will not be effected or it will be undone as soon as kaChing determines the Customer accounts may not hold those securities. In either event, kaChing shall notify you as soon as practicable. You shall immediately notify kaChing if you become required to file any schedule or report under 1934 Act section 13(d) or any report or form under 1934 Act section 16(a).

(b) When Customer accounts are mirroring your virtual portfolio, the data about the execution of trades for your virtual portfolio will be based on the actual execution of those trades in such Customer accounts, which execution data may differ from time to time from the execution data applicable to another kaChing virtual portfolio that does not have Customers mirroring it.

11. Indemnification and Hold Harmless.

(a) You acknowledge and understand that kaChing relies on you to comply fully with this Agreement, including the trading restrictions, disclosure requirements and code of ethics provisions that apply to you. Failure to provide true, accurate and complete information in

completing these documents or to conduct all activities and future trades in accordance with the requirements of the applicable policies and procedures and this Agreement could result in significant damages, penalties, liabilities and costs. You shall indemnify and defend kaChing and its directors, officers, shareholders, employees, agents and affiliates and hold them harmless, to the fullest extent permitted by law, from and against any and all claims, liabilities, losses, damages, penalties and expenses (including reasonable attorneys' fees and expenses, all expert witnesses' fees and expenses and all costs of investigation) as they are incurred, that are directly or indirectly related to or otherwise incurred in connection with any willful misconduct or negligence on your part, any breach by you of this Agreement, any failure by you to comply with the Terms of Use or your own policies and procedures or kaChing's Genius Policies and Procedures, as applicable to you, or any violation by you of any provision of any federal or state law, including, but not limited to, claims by Customers and governmental authorities. **kaChing intends to pursue all claims it has under this section, to the fullest extent possible, against you and all of your assets and sources of income. Except as provided in section 11(b), kaChing has no duty to indemnify you, defend you or hold you harmless from any claim, expense or liability arising with respect to your activities on the Site or your management of your virtual portfolio, or any other claim by a Customer, any governmental authority or any other party.**

(b) kaChing shall indemnify and defend you and your directors, officers, shareholders, employees, agents and affiliates and hold them harmless to the fullest extent permitted by law, from and against any and all claims, liabilities, losses, damages, penalties and expenses (including reasonable attorneys' fees and expenses, all expert witnesses' fees and expenses and all costs of investigation) as they are incurred, that are directly or indirectly related to or otherwise incurred in connection with the failure of the kaChing mirroring system to correctly issue trading instructions for the Customers' accounts, or kaChing's breach of this Agreement, including, but not limited to claims by Customers, RIA Clients and governmental authorities.

12. Injunctive Relief. You acknowledge and agree that your failure to perform or abide by any of your covenants or agreements in this Agreement would cause irreparable injury to kaChing and cause damages to kaChing that would be difficult or impossible to ascertain or quantify. Accordingly, without limiting any remedies that may be available with respect to any breach of this Agreement, you consent to the entry of an injunction to restrain any breach of this Agreement, without the necessity for kaChing to post any bond or other security.

13. Arbitration. **The parties waive their rights to seek remedies in court, including any right to a jury trial.** The parties agree that any dispute between or among any of the parties arising out of, relating to or in connection with this Agreement or your virtual portfolio, shall be resolved exclusively through binding arbitration conducted under the auspices of JAMS pursuant to its Arbitration Rules and Procedures. The arbitration hearing shall be held in the City and County of San Francisco, State of California. Disputes shall not be resolved in any other forum or venue. The arbitration shall be conducted by a retired judge who is experienced in resolving disputes regarding the securities business. The parties agree that the arbitrator shall apply the substantive law of California to all state law claims, that limited discovery shall be conducted in accordance with JAMS' Arbitration Rules and Procedures, and that the arbitrator may not award punitive or exemplary damages, unless (but only to the extent

that) such damages are required by statute to be an available remedy for any of the specific claims asserted. In accordance with JAMS' Arbitration Rules and Procedures, the arbitrator's award shall consist of a written statement as to the disposition of each claim and the relief, if any, awarded on each claim. The award shall not include or be accompanied by any findings of fact, conclusions of law or other written explanation of the reasons for the award. The parties understand that the right to appeal or to seek modification of any ruling or award by the arbitrator is severely limited under state and federal law. Any award rendered by the arbitrator shall be final and binding, and judgment may be entered on it in any court of competent jurisdiction as provided by law.

14. Termination. kaChing shall have the right, with or without cause, exercisable at any time by notice to you, to terminate immediately, or at such later time as kaChing may specify in such notice, this Agreement, your virtual portfolio or your use of the Site, or the availability of your virtual portfolio for mirroring by Customers and Customer accounts that may be in the process of mirroring your virtual portfolio. You shall have the right, exercisable at any time by notice to kaChing, to terminate, with or without cause, this Agreement and your virtual portfolio, or the availability of your virtual portfolio for mirroring on the Site. You understand that on any termination of this Agreement (whether by you or kaChing and whether or not for cause), kaChing will be required to refund to Customers any management fees paid in advance with respect to your virtual portfolio for the monthly fee period in which the termination occurs, and that those fees will be deducted from the base on which your consulting fees are calculated. Notwithstanding any termination of this Agreement by kaChing or you, section 2 (with respect only to fees for the last month and subject to the reductions described therein) and sections 9 through 22 shall survive such termination and continue in full force and effect at all times thereafter.

15. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts and circumstances leading to its execution, whether in contract, tort or otherwise, shall be governed by, and this Agreement shall be construed and interpreted in accordance with, the laws of the State of California, without reference to conflict of laws principles.

16. Complete Agreement; Amendments. This Agreement contains the entire agreement between us, and supersedes all prior or contemporaneous negotiations, correspondence, understandings and agreements between them, written or oral, regarding the subject matter of this Agreement. kaChing may amend this Agreement from time to time by notifying you at least 30 days before such amendment is to become effective.

17. Waiver or Modification. kaChing's waiver or modification of any condition or obligation hereunder shall not be construed as a waiver or modification of any other condition or obligation, nor shall kaChing's waiver or modification granted on one occasion be construed as applying to any other occasion.

18. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision hereof.

19. Notices. All notices and communications under this Agreement must be made over the Site’s messaging system or by email. kaChing’s contact information for this purpose is support@kaching.com, and your contact information for this purpose is your user account on the Site and the primary email address in your Application.

20. Assignment. You may not assign this Agreement or any rights under this Agreement or delegate any duties under this Agreement, without the prior consent of kaChing. Any attempted or purported assignment or delegation of this Agreement or any rights or duties hereunder by you, without kaChing’s prior consent, shall be void.

21. Successors. Subject to section 20 above, this Agreement shall inure to the benefit of and bind kaChing and you, and their respective successors, assigns, heirs, legatees, devisees and personal representatives.

22. Construction. The headings herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction or interpretation of any provision hereof. Whenever the context requires, the use in this Agreement of the singular number shall be deemed to include the plural and vice versa, and each gender shall be deemed to include each other gender. Except as otherwise stated, references herein to sections refer to sections of this Agreement. For purposes of this Agreement, (a) “person” shall be deemed to include, in addition to natural person, corporation, partnership, limited liability company, trust, association, firm or other entity or organization, (b) an “affiliate” of a specified person is a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified, and (c) “control” (including the terms “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

_____ [TYPE NAME] [Accept _____] YOU HEREBY WARRANT AND ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ AND UNDERSTAND ALL OF THE PROVISIONS OF THIS AGREEMENT, AND AGREE TO THE TERMS AND CONDITIONS HEREOF. This Agreement will become effective only at such time as it is accepted by kaChing by notice to you given in the manner provided in section 19.

Exhibit A
Form of Certification

I certify that _____ **[name of RIA Genius]** (the “Firm”) has adopted procedures reasonably necessary to prevent Access Persons (as defined under Rule 204A-1 under the Investment Advisers Act of 1940) from violating the code of ethics adopted by the Firm pursuant to such Rule (the “Code of Ethics”) and that the Firm’s Code of Ethics contains provisions reasonably necessary to prevent Access Persons from engaging in any Prohibited Conduct. Prohibited Conduct is defined as:

Any situation where an affiliated person of the Firm, in connection with the purchase or sale, directly or indirectly, by the person of a security held or to be acquired virtually by the Firm’s kaChing virtual portfolio may:

1. Employ any device, scheme or artifice to defraud (a) kaChing’s Customers who mirror the Firm’s virtual portfolio or (b) any other kaChing user;
2. Make any untrue statement of a material fact on the kaChing website or omit to state a material fact necessary in order to make the statements made on the kaChing website, in light of the circumstances under which they are made, not misleading;
3. Engage in any act, practice or course of business that operates or would operate as a fraud or deceit on (a) kaChing’s Customers who mirror the Firm’s virtual portfolio or (b) any other kaChing user; or
4. Engage in any manipulative practice with respect to (a) the Firm’s virtual portfolio, (b) the Firm’s user page on kaChing, (c) kaChing’s Customers who mirror the Firm’s virtual portfolio, (d) or any other kaChing user.

Yes No

If no, provide explanation.

I certify that the Firm has provided to kaChing’s CCO all material changes made to the Firm’s Code of Ethics during the last calendar quarter.

Yes No

If no, provide explanation.

I certify that the Firm has notified kaChing's CCO in writing of all Material Compliance Matters that have arisen at the Firm during the last calendar quarter that are material with respect to the RIA Genius Consulting Agreement. Material Compliance Matter is defined as:

Any compliance matter about which kaChing would reasonably need to know to oversee kaChing's compliance relating to the RIA Genius Consulting Agreement and that involves, without limitation:

1. A violation of the Federal Securities Laws by the Firm (or officers, directors, employees or agents thereof);
2. A violation of the compliance policies and procedures of the Firm, including, but not limited to, any Prohibited Conduct as described above; or
3. A weakness in the design or implementation of the compliance policies and procedures of the Firm.

Yes No

If no, provide explanation of the material compliance matter that was not communicated to kaChing's CCO.

_____ **[Name of RIA Genius]**

Date: _____, 20____

By: _____

_____, _____
[Name, Title]