



INVESTMENT CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20 ____ by and between **I.Q. Trends Private Client Asset Management** (the “Advisor”), a California corporation, whose principal place of business is located at 2888 Loker Avenue East, Suite 116, Carlsbad, CA 92010, and the client whose name and address are listed below (the “Client”).

Client Name: _____

Client Address: _____

1. **Appointment as Investment Consultant.** Client hereby retains the Advisor and the Advisor hereby agrees to provide investment consulting services with respect to certain assets of the Client (the “Portfolio”) in accordance with the terms and conditions hereinafter set forth.
2. **Advisor Authority.** Throughout the term of this agreement the Advisor shall make recommendations for the Portfolio on a non-discretionary basis as to which securities or instruments Client should purchase, sell, invest, exchange, convert, trade and any other transaction therein. Throughout the term of this agreement the Advisor will not effect any trade transactions for the benefit of Client or the Portfolio. All recommendations made for the benefit of the Portfolio shall be made in accordance with the written investment guidelines attached hereto as Schedule A as they may be amended from time to time by the Client by notice to the Advisor.
3. **Client Authority.** The Client represents and confirms that the Advisor’s engagement, pursuant to this Agreement, is authorized by the governing documents relating to the Client and that the terms of this Agreement do not violate an obligations by which the Client is bound. The Client agrees to deliver to the Advisor all documentation evidencing the undersigned’s authority to execute and deliver this Agreement. The Client also agrees to deliver such organizational documents and other documents, including the written statement of the Client investment objectives, policies and restrictions as the Advisor shall reasonably require. The Client further agrees to promptly deliver all amendments or supplements to the foregoing documents, and agrees that the Advisor will not be liable for any losses, costs or claims suffered or arising out of the Client’s failure to provide the Advisor with any documents required to be furnished hereunder. The Client warrants and represents that it owns all property in the Portfolio and that no restrictions on disposition exist as to any such property.
4. **Investment Objectives.** The Advisor will use its best efforts to select and recommend investments for the Portfolio to protect capital, generate income and obtain capital growth without regard to the taxation of the income or growth. It shall be the Client’s responsibility to advise the Advisor in writing of any objectives contrary to these and any changes or modification to Client’s financial circumstances therein.

5. **Custody of Assets.** Advisor is not a Custodian and will not take possession of or hold any assets in the Portfolio. It is the responsibility of the Client to appoint a Custodian to hold the securities and other assets in the Portfolio.
6. **Expenses.** All expenses related to the Portfolio including, but not limited to, any costs of safekeeping, transport and acquisition and disposition, such as brokerage and other execution costs, custody fees and margin cost, shall be paid by the Client.
7. **Broker/Dealer Section.** The Advisor will **not** use its discretion in selecting the broker, dealer or other counterpart to be used to execute each transaction for the Portfolio. Accordingly the Advisor **will not** have a fiduciary duty to obtain best execution.
8. **Fees.** In consideration of the Advisor's services hereunder, Client shall pay the Advisor the fees set forth in Schedule B hereto. The fee shall be billed upon completion of the consultation for a limited engagement or on a monthly basis for an extended engagement.

The Fee for Consulting Services is \$350 per hour with an initial one hour minimum requirement. After the initial hour the fee will be calculated on one-half hour increments.

Lower fees for comparable services may be available from other sources. Shareholders, officers and employees of Advisor may buy and sell securities that are recommended for the Portfolio.

9. **Assignment and Termination.** No Assignment of this Agreement shall be made by the Advisor without written consent of the Client. Client may terminate this Agreement upon notice to the Advisor at any time within five (5) days from the date hereof. Thereafter, either Client or Advisor may terminate this Agreement by giving thirty (30) days prior written notice of termination to the other. Upon termination, any fees owed to the Advisor shall be paid by the Client on a prorated basis as of the effective date of termination.
10. **Limit of Liability.** Client agrees that all transactions in Client's Portfolio are for Client's sole account and risk. The Advisor shall not be excluded from liability for losses occasioned by the Advisor's willful misfeasance, bad faith, or gross negligence in the performance of its duties hereunder. The federal securities laws impose liabilities under certain circumstances on persons who act in good faith and nothing in this Agreement shall constitute a waiver of limitation of any rights which the Client may have under applicable federal or state law.
11. **Conflicts of Interest.** The Client agrees that the Advisor may refrain from rendering any advice or services concerning securities of companies of which any of the Advisor's or affiliates of the Advisor's officers, directors, or employees are directors or officers, or companies in which the Advisor or any of the Advisor's affiliates or the officers, director and employees or any of them has or may have substantial economic interest, unless the Advisor either determines in good faith that it may appropriately do so without disclosing such conflict to Client or discloses such conflict to the Client prior to rendering such advice or services with respect to the Portfolio.
12. **Non-Exclusive Management Services.** It is understood that the Advisor performs investment consulting services for various clients. The Client agrees that the Advisor may give advice and take action with respect to any of its other clients which may differ from advice given, or the timing or nature of the action taken, with respect to the Portfolio, so long as it is the Advisor's policy, to the extent practical, to allocate investment opportunities to the Portfolio over a period of time on a fair and equitable basis relative to other clients. Nothing in this Agreement shall limit or restrict the Advisor or any of its directors, officers, affiliates and employees, and other clients of the Advisor, may at any time acquire, increase, decrease or dispose of portions

of investments which are at the same time being acquired, held or disposed of for the Portfolio. The Advisor will not have any obligation to recommend for purchase or sale, for the Portfolio any security or other asset which the Advisor, its directors, officers, affiliates or employees may purchase, hold or sell for its or their own accounts or for the accounts of any other clients of the Advisor.

13. Reliance of Information. The client understands that the Advisor, in the performance of its obligations and duties under the Agreement, is entitled to rely upon the accuracy of information furnished by the Client or on its behalf, without further investigation.

14. Acknowledgement of Advisor's ADV Part 2. Client hereby acknowledges receipt of a copy of Part 2 of Advisor's Form ADV and Privacy Notice.

15. General Provisions.

- (a) Unless otherwise specified herein, all notices, instructions, and any advice of confirmations of security transactions or other matters contemplated by this Agreement shall be deemed to be duly given when received in writing by the Advisor at the address above, or when deposited by first class mail addressed to the Client at the address appearing above or at such other address as Client shall specify in a notice similarly given.
- (b) This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of California. In the event of any dispute or controversy the Advisor and Client agree that any appropriate state court located in San Diego County, shall be the proper forum in which to adjudicate such case of controversy. The parties hereto consent to the jurisdiction of such courts.
- (c) Each section of this Agreement and any and every provision therein shall be severable from every other section of this Agreement and any and every provision thereof, and the invalidity or unenforceability of any section of provision shall not affect the validity of any other section of provision of this Agreement.
- (d) This agreement embodies the entire Agreement of the parties hereto with respect to the subject matter hereof, and all prior agreements, understanding, and negotiations are merged herein and superseded hereby.
- (e) Except as provided in Section 4 with respect to the Client's investment objectives and in Section 9 with respect to Schedule B, this Agreement may not be amended unless such Amendment is in writing and signed by the parties sought to be bound.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Client: _____

Signature: _____

Date: _____

Client: _____

Signature: _____

Date: _____

Accepted: _____

By: _____

Title: _____

Date: _____

SCHEDULE "A"

Advisor provides advice on securities that consist of individual stocks chosen from the *Investment Quality Trends* newsletter. As a matter of investment policy Advisor prefers to avoid the use of margin, short sales and options.

Advisor recommends diversified portfolios of Select Blue Chip stocks for the objective of growth of capital and growth of dividend income. During instances of extreme valuations, exceptionally low credit quality or excessive volatility, Advisor may recommend short-term fixed instruments to the extent necessary to both protect the portfolio capital and keep it productive.

SCHEDULE "B"

PORTFOLIO CONSULTING AGREEMENT CONSULTING FEES

The Fee for Consulting Services is \$350 per hour with an initial one hour minimum requirement. After the initial hour the fee will be calculated on one-half hour increments.

For a short-term engagement that is limited in scope, the fee shall be billed upon completion of the consultation.

For an extended engagement where Client requests or requires follow-up consultations, the fee shall be billed in arrears on a monthly basis.

IQ Trends Private Client Asset Management

PRIVACY POLICY

Investment management services encompass far more than selecting which investments are appropriate for a client's portfolio. At IQ Trends Private Client Asset Management we believe that our participation in assisting our clients to realize their financial goals and objectives constitute a relationship. In that vein, we believe that protecting that relationship is one of our highest priorities.

To fulfill our responsibilities as your investment manager we must have access to your private financial information. It is our firm's policy to do everything we can to protect that information and the following describes our firm's privacy policy.

We do not sell your personal information to any person or entity.

We do not disclose your personal information to unaffiliated third parties unless one of the following exceptions applies:

- **We receive your prior consent.**
- **We disclose your personal information to you or persons we believe to be your authorized representative, including your legal counsel, accountant or consultant. We disclose your personal information to a broker, custodian or other service provider with whom we must share information in order to manage or service your account properly.**
- **We may disclose your personal information in limited circumstances where we believe we are permitted or required by law to release the information to the recipient.**

We collect personal information from the following sources in the normal course of business to serve you better:

- ***Account Applications and other Forms***, which may include your name, address, telephone number, social security number, and information about your investment goals and tolerance.
- ***Your Professional Advisors such as consultants, attorneys and accountants***, who may provide financial, investment history and tax information about you.
- ***Account History***, including information about the transactions we have ordered for you and balances in your account.
- ***Correspondence***, written, electronic or telephonic between you and us or your broker or custodian and us.

We use your personal information to help us better serve your investment and financial needs and to fulfill our fiduciary or regulatory obligations. We may also use your personal information to:

- Administer our business, and
- Suggest services that may be of interest to you.

We protect the confidentiality and security of your personal information.

- **We restrict access to your personal information as much as possible to those employees who need to know in order to provide our services to you.**
- **We maintain physical, electronic and procedural safeguards that comply with federal standards to guard the privacy of your personal information.**

We will maintain this policy whether you are a current or former client. Due to the nature of changing federal regulations we may need to revise our privacy policy in the future. If you would like a current copy of our privacy policy you may request it by calling (866) 927-5250.