

CLIENT APPLICATION  
&  
INVESTMENT ADVISORY  
AGREEMENT

**MarketCycle™ Wealth Management, LLC**

Phone / fax: **1-800-MWM-8635**

# MarketCycle Wealth Management, LLC

## Primary Account Owner/Trustee (please fill in all that apply):

Full Name: \_\_\_\_\_

SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Approx Net Worth: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ State of Legal Residence: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Address if not from the United States: \_\_\_\_\_

\_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-mail Address (to forward forms/links to): \_\_\_\_\_

Who referred you (please be specific)? \_\_\_\_\_

Retired? (Y/N): \_\_\_\_\_ If No, occupation: \_\_\_\_\_

How many years until retirement? \_\_\_\_\_ Total yearly income: \_\_\_\_\_

Mother's maiden name (for security identification purposes): \_\_\_\_\_

Rate your general knowledge of securities markets (limited/average/extensive): \_\_\_\_\_

Rate your emotional ability to withstand investment losses: (low/moderate/high): \_\_\_\_\_

MarketCycle does everything that it can to reduce risk, but are you willing to withstand moderate risk & intermediate term losses in exchange for the chance of higher growth/profits? \_\_\_\_\_

Circle the CATEGORY best describing your needs: **INCOME** (*emphasis on income over growth with lower risk level*) or **GROWTH** (*emphasis on growth over income with moderate risk level*) or **BALANCED** (*I&G mix*) or **AGGRESSIVE GROWTH** (*higher risk with highest profit potential*)

In gyrating markets, what percentage loss do you feel that you can tolerate? \_\_\_\_\_

What % of your total investment portfolio will be placed under MWM's management? \_\_\_\_\_

How much money do you plan to initially place under management with MWM (explain)? \_\_\_\_\_

\_\_\_\_\_

Describe your financial goals: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Describe your life goals: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What do you do for recreation/hobbies/charity? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What else should we know about you generally or financially? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If married, Spouse's name: \_\_\_\_\_ Spouse's Date of Birth: \_\_\_\_\_

### **Additional Account Owner/Trustee:**

Name: \_\_\_\_\_ SSN: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Retired? (Y/N): \_\_\_\_\_ If No, Occupation: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

### ***Other than Account Owner(s), information about this account may be released to:***

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

### **Account Information:**

Do you know specifically, which type of account you will submit to Interactive Brokers?  
(Individual/Joint/Tenants-in-Common/IRA/SEP-IRA/Roth/Trust/Partnership/Custodial/Corporate):

\_\_\_\_\_  
\_\_\_\_\_

Is there a Tax ID# on plan? \_\_\_\_\_

List Beneficiaries on Account: \_\_\_\_\_  
\_\_\_\_\_

# INVESTMENT ADVISORY AGREEMENT

This Investment Advisory Agreement (the "Agreement") is entered into by and between:

\_\_\_\_\_, CLIENT NAME  
(the "Client"),  
and **MarketCycle Wealth Management, LLC** (the "Advisor").

## RECITALS

*WHEREAS, the Advisor offers an investment advisory Service for the management of investment accounts pursuant to which investment advice and such securities are provided by the Advisor, which is registered as an investment advisor pursuant to state securities laws and regulations; and WHEREAS, the Client wishes to subscribe to the Advisor's advisory service under the terms and conditions set forth below after communication with representatives of the Advisor in order to discuss the stated investment objectives of the Client (any change in these objectives shall be promptly communicated in writing to the Advisor). NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the Client and the Advisor agree as follows:*

## Agent and Attorney-in-Fact

The Client hereby authorizes the Advisor as its agent and attorney-in-fact to supervise and manage the investment and reinvestment of the property subject to the Agreement for the client's account and risk, and in the Client's name or number. In connection therewith, the Advisor shall in its discretion, sell, exchange or otherwise dispose of any property subject hereto; retain property; invest and reinvest the proceeds of any sale and any monies deposited herein and purchase and acquire therewith securities as it shall select, including any leveraged products; or any other kind of property which it deems suitable to meet the needs and investment objectives of the Client; hold un-invested such part of the funds for such periods as it shall determine to be reasonably necessary, without being required to earn or pay interest thereon. The Advisor shall be authorized to act for the Client in the same manner and with the same force and effect as the Client might or could do with respect to such investment and reinvestment, as well as with respect to all other things necessary or incidental thereto, except that the Advisor shall not be authorized to take or receive physical possession of any of the assets under its supervision. All assets of the Client to be monitored by the Advisor (the "Account") shall remain in the physical possession of an appropriate bank or other financial institution, which shall operate in the capacity of a custodian (the "Custodian").

## Liability

The Advisor agrees to manage the Account pursuant to the Agreement, as set forth in paragraph one (1) above. In managing the account, the Advisor agrees to utilize its best judgment and efforts for the Client's benefit. The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which the undersigned may have under any federal and state securities laws. The Advisor shall not be liable for any action taken or omitted except in the case of its own negligence, misconduct, or lack of good faith; provided, however, that the Client shall not be deemed to have waived compliance to the Advisor with any provision of the Act or with any rule, regulation or order there. The Advisor shall have no responsibility for any acts of omissions in connection with the Custodian's collection of interest and dividends, if any, or the reports of the Custodian to the client or others.

## **Tax Treatment**

Neither the Advisor, nor any of its employees or agents shall be qualified to give, nor shall they give, any advice with respect to the tax treatment of profits or losses with regard to said investment advisory services.

## **Reports**

The Advisor shall, via its Prime Broker, furnish periodic (quarterly) statements in the usual form for accounts of this type, as specified in Part 2 of Form ADV of the Advisor, and shall deliver the same to the client or to any representative designated by the Client.

## **Account Minimum**

The Client agrees to an opening account minimum of at least \$50,000.

## **Documentation**

The Client agrees to execute any and all such documents and to file such reports as may be required by the Custodian, the Advisor and/or any regulatory agency or securities exchange in order to implement said purchases and sales, and to provide the Advisor with the requisite authority to manage the Account.

## **Advisory Fees**

In consideration of, and in compensation for, all the advisory and management services to be rendered by the Advisor to the Client under the Agreement, the Client shall pay to the Advisor the applicable management fee as set forth in the following schedules (in compliance with Section 205(1) of the Act) during the term of the Agreement:

<b>Account Size</b>	<b>Annual Fee</b>	<b>Quarterly Fee</b> (Assessed each quarter)
\$10,000 to \$49,999	1.5%	0.375%
\$50,000 to \$1,999,999	1.25%	0.313%
\$2,000,000 and greater	1%	0.250%

The assessment of fees shall be on a quarterly basis. The fee will be automatically deducted out of the client's account. Under extreme special circumstances, as determined only by MarketCycle Wealth Management, LLC, annual fees may be reduced. In order to comply with certain state statutory requirements regarding the maximum investment advisory fees that can be charged on certain state employee Optional Retirement Programs and/or certain variable annuities, MarketCycle Wealth Management, LLC charges a maximum annual advisory fee of 2% on these specific programs. Should Client remove any funds prior to the end of the quarter, the Advisor reserves the right to charge the management fees prior to removal of said money. The Advisor shall not additionally be compensated on the basis of a percentage of Client's capital gain profits.

"Total net assets of the Account" is defined as the Account's total assets less total liabilities (determined on the basis of generally accepted accounting principles, consistently applied). For purposes of calculating net asset value of the Account, all securities shall be calculated at their then fair market value. The management fee shall be deducted directly from client accounts as long as the Advisory Agreement shall remain in force.

## **Exclusivity of Services**

The Advisor's services are not exclusive, and the Advisor shall be free to render similar services to others, even if based upon the same advice. If a particular purchase or sale shall be advisable for more than one client advised by the Advisor, the Advisor may place the same or similar orders for all such clients. In such circumstances there can be no assurance that all such orders shall be wholly or partially executed, or that the prices at which such orders are executed will be uniform. Accordingly, an order placed for the Client may not be executed while similar orders placed for other clients advised by the Advisor may be executed. The Client acknowledges that the advice given by the advisor shall be the confidential property of the Advisor and the Client agrees that it shall not disclose such advice to third parties without the prior written consent of the Advisor.

## **Termination of the Agreement**

The term of the Agreement shall be for one (1) year from the effective date hereof, and shall be automatically renewed for successive additional terms of one (1) year, unless either party to the Agreement provides not less than (3) business days' prior written notice to the other party. After the Client has entered into the Agreement, the Agreement may be terminated at any time, for any reason, by either party upon providing not less than three (3) business days' prior written notice to the other party. The client has a right to terminate the contract without penalty within five business days after entering into the contract. Upon receipt of a notice of termination from the Client, or if the Advisor shall give notice of termination to the Client, the Advisor shall immediately cease engaging in purchases and sales for the Account. Thereafter, the Advisor shall have no responsibility with respect to the assets in the Account. Upon termination of the Agreement by the Client, the Client shall be responsible for paying any remaining advisory fees within 30 days of termination. The full quarterly fee will be assessed upon the total account balance on the last business day prior to the termination day, no matter which business day the account is terminated in the calendar year.

## **Relationship between the Advisor and the Client**

The relationship between the Advisor and the client shall be limited to that of advisor and client for the purposes of managing the Assets for the benefit of the Client. The Agreement shall not be deemed to establish a joint venture between the Advisor and the Client, or between the Advisor and the Custodian. Additionally, nothing in the Agreement shall be construed as creating a general partnership or other similar arrangement, or as authorizing any party hereto to act as a general agent of, or except as specifically provided herein to enter into any contract or other agreement on behalf of any other party hereto. No party to the Agreement shall be liable to any third party in any way for any such unauthorized contract or agreement or for a negligent act or omission of the other party hereto.

## **Assignment of the Agreement**

The Agreement shall be binding upon and inure to the Client's successors and assigns; however, the Client shall not delegate or assign any of its duties or rights hereunder without the Advisor's prior written consent. Any delegation or assignment without such prior written consent shall be null and void. In compliance with Section 205(2) of the Act, no assignment (as that term is defined in Section 202(a) (1) of the Act) of the Agreement shall be made by the Advisor without the prior written consent of the Client.

## **Amendment to the Agreement**

The Agreement shall constitute the entire and whole agreement between the Client and Advisor and shall not be modified or amended, except by written instrument signed by the Client and the Advisor expressing such amendment or modification. No failure on the part of the Advisor or the Client to exercise, and no delay in exercising, any right, power or remedy hereunder by the Advisor or the Client shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

## **Severability**

If any provision of the Agreement, or the application of any such provision to any person or circumstances, shall be held to be inconsistent with any present or future law, ruling, rule, or regulation of any court or regulatory body, exchange, or board having jurisdiction over the subject matter of the Agreement, such provision shall be deemed to be rescinded or modified in accordance with such law, ruling, rule, or regulation, and the remainder of the Agreement, or the application of such provision to persons or circumstances other than those as to which it is held inconsistent, shall not be affected thereby.

## **Survival**

The provisions of the Agreement shall survive the termination of the Agreement with respect to any matter arising while the Agreement was in effect.

## **Governing Law and Consent to Jurisdiction**

The parties hereto agree that any action or proceeding arising, directly, indirectly, or otherwise in connection with, out of, related to, or from, the Agreement, any breach hereof, or any transaction covered hereby, shall be resolved within the county of the state of Advisor's home office, and in accordance with the laws of that state. Should the federal laws be inconsistent with the laws of the state, then the federal securities laws shall be applied and shall be controlling. Accordingly, the parties consent and submit to the jurisdiction of the federal and state courts located within Advisor's county and state. Furthermore, the parties agree that any action or proceeding brought by either party to enforce any right, assert any claim, or obtain any relief whatsoever in connection with the Agreement shall be brought by the party exclusively in the federal or state courts located within the Advisor's current county and state.

## **Headings**

Headings to sections in the Agreement are for convenience of the parties only and are not intended to be a part of or to affect the meaning or interpretation of the Agreement.

## **Administrative Code Rule**

Client acknowledges receipt of the Privacy Policy and Part 2 - A & B of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Schedule H of Form ADV, if the client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment adviser, then the client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

The Client acknowledges, by its signature below, the receipt of the Advisor's ADV 2A&B and the Privacy Policy. Advisor's required disclosures are made available (and can be downloaded) via Advisor's website on an ongoing basis, and are emailed separately early each year. Client acknowledges that, as with all market investments, Client investments can appreciate or depreciate and MarketCycle Wealth Management, LLC does not guarantee or warranty that services offered will result in profit. Client represents that the assets in the Account belong to Client free and clear of any lien or encumbrance. Client gives Advisor discretionary authority to execute purchases and sales of securities on Client's behalf without first consulting Client regarding each sale or purchase, and transaction costs will be deducted from Client's Account.

## Notices

Communications shall be sent to the Client at the following address:

Address (line 1): \_\_\_\_\_

Address (line 2): \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Communications shall be sent to the Advisor at the following address:

PO Box 6925, Charlottesville, Va 22906-6925 or faxed to 1-800-696-8635.

The notices specified in paragraph 8 above (Termination of the Agreement) shall be by certified mail, return receipt required, or by telegram. IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date(s) set forth below, and the Agreement is effective on the date of acceptance by the Advisor.

**Forms & documents are available on the following WEBSITE:**

[www.marketcyclewealthmanagement.com](http://www.marketcyclewealthmanagement.com)

## Signatures

*I have read the MarketCycle Wealth Management, LLC - Investment Advisory Agreement and Part 2- A & B of Form ADV and the Privacy Policy and hereby agree to the terms set forth.*

ACCOUNT OWNER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
NAME

ADD'L ACCOUNT OWNER SIGN: \_\_\_\_\_ DATE: \_\_\_\_\_  
NAME

ADVISOR SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
ADVISOR NAME

***This completed and signed document should be FAXED to:  
1-800-696-8635***

***If unable to fax, please mail (retain a COPY) to:***

**MarketCycle Wealth Management, LLC  
Attn: Dr Stephen Aust  
PO Box 6925,  
Charlottesville, Virginia, USA 22906-6925**