

IQ TRENDS PRIVATE CLIENT ASSET MANAGEMENT CONSULTING AGREEMENT

This Agreement is made effective as of _____ between the undersigned party (hereinafter referred to as the “**Client**”) and IQ Trends Private Client Asset Management (“**Private Client**”), a Registered Investment Adviser located 27132 Paseo Espada, Suite B1222, San Juan Capistrano, CA 92675 (collectively referred to as the “**Parties**”).

1. SERVICES:

Private Client provides consultation services to analysts, banks, brokerage firms, corporations, hedge funds, individuals, investment advisors, investment managers, mutual funds, trust companies and other Clients on equity securities. Generally, such services will involve rendering advice on the equity holdings of an existing portfolio and/or advice on selecting equity securities for an existing or new portfolio. Consultations rendered to the Clients usually include general recommendations for a course of activity or specific actions to be taken by the Clients. Private Client does not provide a written summary for consulting engagements (“**Consulting**”). Consultations are typically within one to two hours in length, assuming that all requested information and documents are provided to us promptly by Client. Implementation of the recommendations will be at Client’s discretion.

The following services will be provided as part of this Agreement:

- | | | |
|--|--|--|
| <input type="checkbox"/> Analysis of Existing Holdings | <input type="checkbox"/> Buy, Sell and Hold
Recommendations of Existing
Holdings | <input type="checkbox"/> New Purchase
Recommendations |
|--|--|--|

CCR Section 260.235.2 requires that Private Client discloses that a conflict of interest exists between Private Client and our clients. Client is under no obligation to act upon the recommendations provided by Private Client. If Client elects to act on Private Client’s recommendations, client is under no obligation to effect the transaction through Private Client.

2. CLIENT’S RESPONSIBILITIES:

Client recognizes that the value and usefulness of Private Client’s services will be dependent upon the information that Client provides and the Client’s active participation in the formulation and implementation of Consulting objectives. Client may be required to complete a questionnaire to assist in formulating said objectives. Copies of certain Client documents may be requested by Private Client to assist in conducting a more complete evaluation of Client’s objectives and to provide Client’s requested services. Private Client may reasonably request certain documents in order to permit a complete financial evaluation, including but not limited to most recent statements and other documents depending upon Client’s circumstances.

3. ADVISER COMPENSATION:

Fees are charged on an hourly basis. The total estimated fee, as well as the ultimate fee charged, is based on the scope and complexity of the Client’s engagement with Private Client. The maximum hourly fee to be charged will not exceed \$350. Consulting services will be rendered within six months of payment. To comply with CCR Section 260.238(j), we disclose that lower fees for comparable services may be available from other sources.

_____ (**Client Initial**) Hourly Fee – an hourly fee of \$_____ shall be paid for Consulting services with a minimum charge of _____ hours. The total estimated hours for these services is _____.

Client will be directly invoiced for the fee and payment in full will be due upon rendering of Consulting service.

4. IMPLEMENTATION:

Client is free to implement recommendations made by Private Client through broker-dealers of their choice. Unless provided in a separate agreement, Private Client does not possess or exercise any discretion with respect to Client transactions.

5. LEGAL & ACCOUNTING SERVICES:

The Parties agree that Private Client will not provide accounting or legal advice nor prepare any accounting or legal documents as part of this Agreement. Client is urged to work closely with their attorney and/or accountant in implementing Private Client recommendations. At Client's request Private Client may recommend the services of a third-party attorney, accountant, tax professional or other specialist. Private Client is not compensated for these referrals.

6. CLIENT CONFLICTS:

_____(*Client Initial Here*) _____(*Client Initial Here*) If this Agreement is between Private Client and related Clients (i.e., husband and wife, etc.), services provided by Private Client shall be based upon the joint communicated goals. Private Client shall be permitted to rely upon instructions from either party with respect to disposition of the Assets or the Account, unless and until such reliance is revoked in writing to Private Client. Private Client shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the Clients.

7. DEATH OR DISABILITY:

The death or incapacity of the Client shall not terminate the authority of Private Client granted herein until Private Client receives notice of such death or incapacity. Upon such notice the Client's executor, guardian, attorney-in-fact or other authorized representative must engage Private Client in order to continue to provide services.

8. TERMINATION:

Either party may terminate this Agreement at any time by providing written notice. Termination of this Agreement shall be effective upon receipt of notice. For purposes of calculating refunds, all work performed by Private Client up to the point of termination shall be calculated at an hourly rate currently in effect. Client will receive a pro-rata refund of unearned fees based on the time and effort expended by Private Client. Pursuant to CCR 260.235.4(c), Client is entitled to a full refund should terminated of this Agreement occur within five (5) business days.

9. ARBITRATION:

This Agreement supersedes any and all preexisting agreements and/or understandings. This Agreement contains a provision, which requires that all claims arising out of transactions or activities affecting the provision of services by Private Client to the Client be resolved through arbitration. To the extent permitted by law, all controversies which may arise between the Parties or any of their affiliated companies concerning any transaction arising out of or relating to this Agreement, or the construction, performance, or breach of this or any other agreement between the Parties, whether entered into prior to, on or subsequent to the date hereto, shall be submitted to arbitration conducted under the Rules of the American Arbitration Association. Arbitration must be commenced by service upon the other Party, of a written demand for arbitration or a written notice of intention to arbitrate. Judgment upon any award rendered by the arbitrator(s) shall be final and may be entered in any court having jurisdiction. The Parties hereby submit to the in personam jurisdiction of the courts of the state in which the Client resides and the local courts located therein ("Chosen Jurisdiction") (and expressly waive any defense to personal jurisdiction of the Client by such courts) for the purpose of

confirming, vacating or modifying any such award or judgment entered thereon. Service of process in such action shall be sufficient if served on the Parties by certified mail, return receipt requested, at the last address known to the other Party. In this connection the Parties expressly waive any defense(s) to personal jurisdiction of the Parties by such court; to service of process as set forth above; to venue; and in addition, expressly agree that the Chosen Jurisdiction is a convenient forum for any such action.

Nothing herein shall be enforceable to the extent that the Client waives their rights under state or federal securities laws. The Parties acknowledge, understand and agree that: (i) Arbitration is final and binding on the Parties; (ii) The Parties are waiving their right to seek remedies in court, including the right to jury trial; (iii) Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings; (iv) The Arbitration Award is not required to include factual findings or legal reasoning and any Party's right to appeal or to seek modification of a ruling by the arbitrators is strictly limited; and (v) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

10. ASSIGNMENT:

This Agreement may not be assigned (in accordance with relevant state statutes and rules) by either Party without the prior consent of the other Party. Client acknowledges and agrees that transactions that do not result in a change of actual control or management of Private Client shall not be considered an assignment pursuant to relevant state statutes and rules.

11. GOVERNING LAW:

All Consulting services shall be in compliance with the relevant state statutes and rules regulating the services provided by this Agreement.

12. PROXIES:

Proxy voting services are not provided under this Agreement.

13. DISCLOSURE STATEMENT:

Client acknowledges receipt of Form ADV Part 2 and Private Client's Privacy Policy at or before the time of signing this Agreement in accordance with relevant state statutes and rules. Client acknowledges and consents to Private Client sending notices, including Form ADV Part 2 and Private Client's Privacy Policy, in electronic format to the email address(es) provided by Client.

Client acknowledges receipt of Part 2 of ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Part 2A Appendix 1 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 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.

14. SEVERABILITY:

Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

15. ACKNOWLEDGEMENT.

Upon execution of this Agreement, the Parties acknowledge and accept their respective rights, duties, and responsibilities hereunder. For ERISA Plans, Authorized Fiduciary or Trustee of the Plan signs below. This Agreement is only effective upon Private Client's execution below.

Client's Signature

Date

Client's Name (Print)

Client's Signature

Date

Client's Name (Print)

Client's Address: _____

IQ Trends Private Client Asset Management

Authorized Representative's Signature

Date

Authorized Representative's Name (Print)