

## *Investor Profile Form*

This form serves as a guideline for formulating investment recommendations that may be appropriate for your unique situation. While it is only one component of the recommendation process, it is necessary to fill it out as accurately as possible for our records. Your information will be kept confidential.

_____ Last Name	_____ First Name	_____ Middle
_____ Home Phone	_____ Work Phone	
_____ Social Security Number	_____/_____/_____ Date of Birth	
_____ Marital Status	_____ # of Dependents	_____ Names and Birth dates of Dependents
_____ Employer	_____ Job Title	
_____ Yearly Income	_____ Net Worth	_____ Tax Bracket
_____ Current Value of Investments (excluding residence)		

In what year did you begin investing in the stock market? \_\_\_\_\_

Please check off each of the following investments you have previously (or currently) invested in:

- Bonds (Government, Municipals, or Corporate)
- Individual Stocks
- Mutual Funds
- Options
- Futures

How would you rate your investment experience? (Please only check one)

- Expert
- Very Experienced
- Average Knowledge
- Limited Experience
- No Experience

Please score the following categories as follows: 1 = Very Important, 2 = Important, 3 = Neutral, 4 = Low Priority, 5 = No Significance

- Preservation of Capital
- Current Income
- Capital Growth
- Tax Advantages
- Portfolio Diversification
- Liquidity
- Speculation

***BrainTrader Investments Managed Account  
Investment Advisory Agreement***

THIS AGREEMENT is made this day of \_\_\_\_\_, 20\_\_\_\_ by and between

BrainTrader Investments, Inc. hereinafter referred to as "BTI" and

\_\_\_\_\_ (Client).

WHEREAS, BTI is a New York corporation and a Registered Investment Advisor in the business of providing investment advice; and

WHEREAS, Client desires BTI to provide investment advice:

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Investment Advisory Agreement, the parties understand, acknowledge and agree as follows:

**I. SERVICE** – BTI agrees to move the Client's money invested in the BTI Managed Account based on buy and sell indicators using the BrainTrader™ Software. The Client has requested the advisor to use the software to the best of his ability and acknowledges that there is no software that works all the time and losses may result as with any other trading software. The Client authorizes BTI to move the Client's money at its discretion and the Client instructs ProFunds to act upon investment directions of BTI. Such discretionary authority shall be limited to the buying and selling of securities. Each Client shall have a separate account established ProFunds. BTI will attempt to maximize the Client's return considering current economic conditions. However, there can be no assurance that these objectives can be met and past performance is no guarantee that future results will be as successful. The Client understands and acknowledges that trading using the BrainTrader software will likely result in high activity in the account, which may in turn increase risk. However, it is the Client's desire to follow the software indicators and accepts the potential risks and costs.

**II. COMPENSATION** - The Client will be charged a management fee according the Fee Schedule found on page four. Management fees are due at the end of each quarterly billing period and are based on the value of the account until either party terminates this Investment Advisory Agreement. BTI is authorized to provide instructions to ProFunds to make a distribution from the Client's account on a quarterly basis for any such management fee due to Advisors. This Agreement is automatically renewable annually until terminated by either party.

**III. CONFIDENTIALITY** - BTI and the Client agree that none of the information furnished by the Client to BTI pursuant to this Agreement will be disclosed by BTI to any other unrelated firm, person, or entity without the Client's prior consent, unless disclosure is required by law.

**IV. BROKER/DEALER AFFILIATION** - The Client is aware that BTI is a Registered Investment Advisor, and not a broker/dealer. All trades are handled by ProFunds.

**V. RECEIPT OF DISCLOSURE STATEMENT** - The Client acknowledges receipt from BTI of a written disclosure statement (Part II of Form ADV) regarding BTI, their services, personnel, commissions and fees.

**VI. GOVERNING LAW** - This Agreement and its interpretation and enforcement shall be governed and controlled by the laws of the State of New York. Any litigation or arbitration arising under this Agreement shall have Onondaga County, New York as its place of venue, and the prevailing party shall be entitled to reasonable attorney's fees and court costs.

**VII. ENTIRE AGREEMENT** - This Agreement constitutes and contains the entire Agreement between the parties including all prior and collateral representations, promises and conditions in connection with the subject matter of this Agreement. Any representation, warranty, promises or condition not expressly incorporated herein shall not be binding by either party to this Agreement. The Client specifically acknowledges that they have not been promised a specific return on this investment nor has one been implied.



***BrainTrader Investments Managed Account  
Fee Schedule***

Fees for the Advisory Service will be charged quarterly.

**Management Fee:** The management fee of the Adviser shall be calculated on the basis of the total market value of the assets placed under supervision. The fee will be determined as of the close of business on the last trading day of each quarter. If the first quarter is less than a full quarter, the fee may be prorated based on the following formula:

*Prorated Management Fee = Management Fee x (Days in Plan / Total Trading Days in Quarter)*

Such fee shall be calculated at the following quarterly rates and will be submitted for withdrawal to ProFunds within five business days after the last trading day of the month:

**Fee Schedule:**

Up to \$250,000 – 0.70% per quarter

Up to \$500,000 – 0.575% per quarter

Up to \$1,000,000 – 0.45% per quarter

Up to \$5,000,000 – 0.25% per quarter

Over \$5,000,000 – negotiable

**All fees will be directly withdrawn from the account by BTI.**

I hereby Authorize BrainTrader Investments to make withdrawals from my ProFunds account according to the above schedule for investment advisory services.

\_\_\_\_\_  
**Client Name**

\_\_\_\_\_  
**Client Signature**

\_\_\_\_\_  
Joint Signature (if applicable)

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
BrainTrader Investments' Representative Signature

\_\_\_\_\_  
Date