

## **INVESTMENT ADVISORY AGREEMENT MDP ASSOCIATES MANAGED ACCOUNT PROGRAMS**

This Agreement is made between the undersigned ("Client") and MDP Associates LLC ("Advisor").

Whereas, Advisor is registered with the state of Virginia pursuant to the Investment Advisors Act of 1940, as amended, and applicable state laws, and Client wishes to retain Advisor with respect to the recommendation and management of investments by Client in mutual funds, stocks, options, or other securities, the parties hereto agree to the following:

Client shall sign forms necessary to establish mutual fund or brokerage account(s) so as to permit the purchase, sale, and exchange of stocks, options, mutual funds, or other securities by Advisor on behalf of the Client without notice to, or further authorization from, the Client.

Client hereby appoints Advisor as the Client's agent and attorney-in-fact with full power and authority to buy, sell, or exchange stocks, options, mutual funds, or other securities on behalf of Client account(s). In no event shall Advisor have custody of Client's cash or securities.

Client may make deposits to, or withdrawals from, his or her account(s) at any time. Advisor shall be notified of each such withdrawal or deposit before it occurs.

Advisor is authorized to act in pursuance of this Agreement through any employee or other representative designated for such purpose by the Advisor.

Advisor makes no promises, representations, warranties, or guarantees that any of the services to be rendered hereunder will result in a profit to the Client. The mutual fund timing decisions and investment selections of the Advisor are based on techniques and indicators that have been researched by the Advisor and have produced profitable buy/sell signals in the past. However, there can be no guarantee that they will produce profitable results in the future. Client agrees to hold Advisor harmless for any losses in Client accounts due to any decrease in net asset value of mutual funds, stocks, options, or other securities owned by Client due to, but not limited to, market timing decisions and mutual fund selections made by the Advisor that prove to be unprofitable, unless attributable to fraud, negligence, malfeasance, or the violation of any applicable law. Further, Advisor will not be held liable for communications or computer problems that prevent or limit the ability to make purchases, sales, or exchanges; or trading restrictions imposed by mutual funds or governmental authorities that would limit the number of exchanges with a mutual fund or require a minimum holding period that would prevent the timely execution of a purchase, sale, or exchange or impose a surcharge for so doing. The federal 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 Client may have under any federal or state securities laws.

Advisor is not a financial planner, and none of the services or recommendations provided under this agreement shall be considered to be financial planning services.

In the event that the Client shall die or be declared incompetent, the authority of the Advisor to continue to act under the terms of this Agreement shall continue until such time as the Advisor is notified in writing of such death or incompetency of the Client.

This Agreement may be terminated at any time, for any reason, by either party giving written notice to the other at least ten (10) business days prior to the proposed termination date. Should this agreement be terminated, it will be the Client's responsibility to determine his or her investment position. The Advisor will not make any investment decisions once the notification of termination is received.

Client may establish one or more accounts directly with one or more mutual fund companies or brokers of his or her choice. Client understands that mutual fund companies or brokers may charge fees, loads, or commissions for executing purchases, sales, or exchanges of mutual funds, stocks, options, or other securities. Client acknowledges that Advisor will not be held responsible or liable for the acts, conduct, or omissions of any mutual fund company or brokerage firm.

Advisor has no financial affiliation with any mutual fund or with Fidelity or any brokerage firm. Advisor receives no commissions or other forms of compensation for account transactions from anyone other than the Client.

No assignment of this Agreement shall be made by the Advisor unless consented to in writing by the Client.

#### ACCOUNT FEES:

As compensation for its service, Advisor is paid a Quarterly Management Fee in advance based on the size of the Client's account(s) under management and the types of investments managed. The fee is assessed at the commencement of services under this Agreement and on the last day of each calendar quarter. Fees are prorated for any capital additions, withdrawals, or any partial quarter. Client may pay Advisor directly or arrange for authorization for the fee is to be deducted from the Client's account(s) and paid to the Advisor by a mutual fund company or broker if such service is available. (However, they will *not* verify the accuracy of the fee to be deducted; it is your responsibility to do that.) The Quarterly Management Fee for mutual fund management, except under the Tactical Asset Allocation Program, is based on the total value of Client accounts under management at the beginning of each quarter at an annual rate of 2% for the first \$250,000, 1.5% of the next \$250,000, and 1% on the amount above \$500,000. The fee for assets in the Tactical Asset Allocation Program and not managed according to any other mutual fund managed account program is 1% annually. For stocks ("Dow Turnarounds" Program), the fee is 1% of the assets under management. The Advisor shall not be compensated on the share of the capital gains or capital appreciation of any portion of the Client's funds.

In the event of termination of this agreement, the Quarterly Management Fee will be refunded on a prorated basis. Notwithstanding anything to the contrary in this Agreement, fees will be refunded in full if termination of this Agreement is requested within five (5) business days of the original date of this Agreement.

The minimum total initial value of Client accounts under management is \$50,000 in mutual fund programs and \$100,000 in the Dow Turnarounds and Tactical Asset Allocation programs. Accounts of parties at the same mailing address, of parents and their direct descendants and their spouses, or of brothers and sisters and their spouses can be combined for purposes of meeting the minimum or receiving lower fees resulting from the amounts under management specified above. Advisor at its discretion may accept accounts of smaller amounts, but the management fee for such accounts will be based on the above minimums, which will result in effective annual rates greater than those stated above.

The Advisor will provide a quarterly report to the Client that will include an analysis of the results for the quarter and the year-to-date.

Client understands that the Advisor may render advisory services for other clients. Nothing in this Agreement shall be deemed to impose upon the Advisor any obligation to recommend for purchase or sale by or for Client any security or other property that the Advisor or its representatives may recommend to any other client. Client recognizes that transactions in a specific mutual fund, stock, option, or other security may not be accomplished for all client accounts at the same time or at the same price.

If any Client account is subject to the Employee Retirement Income Security Act of 1974 ("ERISA"), the trustees of such account specifically reserve the right to vote proxies for portfolio securities. For any account not subject to ERISA, Client specifically reserves the right to vote proxies for portfolio securities. Consequently, for either type of account, Advisor shall not be required to take any action, or render any advice, with respect to the voting of portfolio securities.

For any Client account(s) subject to ERISA, Advisor acknowledges it is a "fiduciary" as that term is defined by ERISA with respect to Client's account(s).

Client represents that employment of Advisor is authorized by, has been accomplished in accordance with, and does not violate any documents governing Client's account(s). Client will furnish Advisor with true copies of all governing documents. For any Client account(s) subject to ERISA, (i) Client acknowledges that it is a "named fiduciary" with respect to the control or management of the assets of the account(s); and (ii) Client agrees to obtain and maintain a bond satisfying the requirements of Section 412 of ERISA, and to include Advisor, and its agents, among those insured by that bond.

All information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except as required by law. However, Client may direct Advisor to provide information to designated parties such as accountants and tax preparers.

Your signature(s) on this Investment Advisory Agreement acknowledges your understanding of the terms of this agreement. Specifically, though not exclusively, your signature(s) on this agreement authorizes the Advisor to select mutual funds, stocks, options, or other investments and to buy, sell, or exchange them on a discretionary basis and acknowledges the inherent risk associated with such investment activities. Your signature(s) further acknowledges that the investment value of your portfolio at any given time will fluctuate.

Client hereby acknowledges receipt of Advisor's Disclosure Statement (Form ADV, Part II), as required pursuant to Rule 204-3 under the Investment Advisors Act of 1940 prior to or on the date of signing this Agreement.

This Agreement represents the entire agreement between the Client and the Advisor and can only be amended in writing.

This Agreement shall be covered by the laws of the Commonwealth of Virginia.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client's signature

\_\_\_\_\_  
Second client's signature if joint account

Client mailing address:

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Client phone number(s):

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Accepted by:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mark D. Pankin, Principal  
MDP Associates LLC