



# **Confidential Investment Management Application**

Agile Investments  
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# PART 1 - Account Application

## ALL ACCOUNTS - GENERAL INFORMATION:

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Occupation: \_\_\_\_\_ Approx. Net Worth: \_\_\_\_\_

Spouse's Name: \_\_\_\_\_ Approx. Annual Income: \_\_\_\_\_

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

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

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

I prefer to be contacted at:  Home  Business  Either Best time to call: \_\_\_\_\_(hours)

*Other than yourself and Account Holder(s), information about this account may be released to:*

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

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

### Personal Accounts Only:

**Account Type:**  Individual  Joint  IRA  Roth IRA

Title of Account (optional): \_\_\_\_\_

Account Holder's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Occupation: \_\_\_\_\_ SS#: \_\_\_\_\_

Joint Account Holder's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Occupation: \_\_\_\_\_ SS#: \_\_\_\_\_

Mailing Address (if different than above): \_\_\_\_\_

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

Phone (if different than above): \_\_\_\_\_

### Institutional Accounts Only:

**Account Type:**  Trust  Corporation  Partnership  Retirement Plan (Specify)  Other

Title of Account: \_\_\_\_\_ Tax ID #: \_\_\_\_\_

If Trust, Governed by State of: \_\_\_\_\_ Dated: \_\_\_\_\_ Type of Trust: \_\_\_\_\_

Trustee: \_\_\_\_\_ SS#: \_\_\_\_\_

\_\_\_\_\_ SS#: \_\_\_\_\_

\_\_\_\_\_ SS#: \_\_\_\_\_

## PART 1A - Account Funding

*Accounts may be funded by check, transferred securities, or by transferring an existing brokerage account. Please note that not all securities are eligible for transfer into a managed account with Agile Investments. If you would like to transfer securities, we will review holdings and inform you which are eligible for inclusion. At that time, we will provide you with instructions as to how to complete transfer of your securities.*

*Approximate Starting Value of Account:* \$ \_\_\_\_\_

*How do you plan to fund your account?*

- By Check (do NOT include a check at this time).
- Securities transferred from another brokerage firm/custodian.
- Securities in my possession.

*Tax Status of Account:*       Taxable                       Tax-deferred                       Tax-exempt

*Withdrawal Options (check any that apply):*

- I/We wish to make withdrawals of \$ \_\_\_\_\_ from the account.
  - Monthly                       Quarterly                       Annually
- I/We wish to withdraw cash dividends/interest.

### Securities Listing:

*Complete if you intend to transfer stock certificates in your possession into your new account. Do not complete if transferring an existing brokerage account - simply include a copy of your most recent (within 60 days) brokerage statement.*

<i>Security Name</i>	<i>Purchase Date</i>	<i>Number of Shares</i>	<i>Cost Basis per Share</i>
_____	____/____/____	_____	\$ _____
_____	____/____/____	_____	\$ _____
_____	____/____/____	_____	\$ _____
_____	____/____/____	_____	\$ _____
_____	____/____/____	_____	\$ _____
_____	____/____/____	_____	\$ _____

## PART II - Confidential Financial and Investment Profile

How would you rate your general knowledge of the securities markets?

- Limited                       Average                       Extensive

How many years have you been investing in the securities markets? \_\_\_\_\_ years

If the account is taxable, what is your income tax bracket? \_\_\_\_\_ federal \_\_\_\_\_ state/local

Please describe your specific goals for this account:

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Please describe your annual rate of return objectives over a multi-year time horizon and a full market cycle:

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Please describe your tolerance for risk (i.e. how much can you see your portfolio decline in value, during adverse periods in the markets, without losing sleep):

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Please describe any anticipated or foreseeable changes in your financial situation or investment objectives over the next several years:

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Please list any securities in which investment activity is limited by legal or SEC restrictions:

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Please supply any additional information which we should be aware of in managing this account:

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**Please select the portfolio category which most closely fits your investment objectives for this account. Please indicate if you believe your objective falls between two of the following classifications:**

- Capital Preservation Portfolio**  
This portfolio is suitable for clients whose primary objective is capital preservation, adjusted for inflation, with a secondary focus on capital appreciation. Although asset class weightings will vary based on our tactical asset allocation methodology, and alternative asset classes may be used, an appropriate benchmark is 60% bonds and 40% stocks.
- Conservative Growth Portfolio**  
This portfolio is suitable for clients willing to assume a level of market risk and volatility typical of a traditional, balanced investment portfolio. Although asset class weightings will vary based on our tactical asset allocation methodology, and alternative asset classes may be used, an appropriate benchmark is 60% stocks and 40% bonds.
- Moderate Growth Portfolio**  
This portfolio is suitable for clients seeking potentially higher return opportunities and willing to assume a level of market risk and volatility somewhat higher than a traditional, balanced investment portfolio. Although asset class weightings will vary based on our tactical asset allocation methodology, and alternative asset classes may be used, an appropriate benchmark for this portfolio is 75% stocks and 25% bonds.
- Aggressive Growth Portfolio**  
This portfolio is suitable for clients willing to assume a high level of risk and volatility in pursuit of higher returns. Although asset class weightings will vary based on our tactical asset allocation methodology, and alternative asset classes may be used, an appropriate benchmark for this portfolio is 90% stocks and 10% bonds.

**The following risk profile questionnaire will help us determine if the portfolio category you have selected appears to fit your investment personality. Please check the response that most closely corresponds to your situation. For personal accounts, please answer for the account owner(s). For institutional accounts, please answer with regard to the plan owner(s) or beneficiary(ies).**

- How many years are available for portfolio growth before assets will be utilized?  
 <5 years       5-9 years       10-15 years       > 15 years
- What percent of total investment assets will be placed under management with Agile Investments?  
 > 75%       50-75%       25-50%       < 25%
- Approximately what percentage of annual income (if any), must this portfolio generate?  
 > 75%       50-75%       25-50%       < 25%
- How many years until retirement?  
 Currently retired     1-10 years       10-20 years       > 20 years
- Rate your emotional ability to withstand investment losses:  
 Low       Moderate       High (can tolerate losses)
- What is your tolerance for portfolio declines during adverse periods in the financial markets?  
 3-7%       8-12%       13-18%       > 18%

For use by Agile Investments

## PART III - Investment Management Agreement

This Agreement confirms my understanding with regard to my investment advisory relationship with Agile Investments (the Adviser), hereafter referred to as AI. Subject to the terms of this Agreement, I (the “Client”) authorize and appoint AI as investment manager of my securities investments and cash (the “Portfolio”) held in account with an independent custodial firm (the “Custodian”).

I understand that AI will exercise full discretion in the management of my Portfolio based upon the investment objectives specified by me (or later amended) in the AI Confidential Financial and Investment Profile in Part II. My Portfolio will be managed according to the investment methodology developed by AI. Investment decisions for my Portfolio will not necessarily be made in accordance with any model portfolio, printed information, or investment newsletter edited by J.D. Steinhilber. I understand that investing in the financial markets involves risks, and that investment decisions can result in losses as well as gains. I acknowledge that I am aware of the risks involved and that AI cannot guarantee that my investment objectives will be met or that my Portfolio will achieve any specific standard of performance. I acknowledge that it is my responsibility to inform AI promptly if there has been a change in my financial situation or investment objectives. I understand that AI only provides investment management services and does not provide financial planning services.

**1. Confidentiality and Privacy:** All information furnished by the Client to AI or advice furnished by AI to the Client shall be considered strictly confidential and shall not be disclosed to any third party except as required by law, or as directed by either party in writing. AI restricts access to client information to those employees who need to know such information in order to provide services to clients. AI maintains physical, electronic, and procedural safeguards to guard each client’s personal information. I acknowledge receipt of AI’s Privacy Policy in connection with the opening of this account.

**2. Brokerage and Custody:** I consent and authorize AI to act as attorney in fact to execute, in its sole discretion, without prior consultation with me, brokerage transactions for the Portfolio through my account with the Custodian. AI shall not have custody of the Portfolio or take or have possession of any assets of the Client. Client shall not deposit or withdraw cash and/or securities in the Portfolio without simultaneously informing AI. I understand that I am responsible for all fees and commissions charged by the Custodian in connection with the maintenance and trading of the Portfolio.

**3. Account Management Fee:** As compensation for its services, I agree to pay AI the fees as set forth below:

Account Value	Annual Fee
Up to \$1,000,000	0.40% <sup>(1)</sup>
Above \$1,000,000	\$4,000, plus 0.25% of assets over \$1,000,000

(1) Subject to a minimum fee of \$750 per quarter

Fees are payable in advance on a quarterly basis and are due within 15 days after the start of each calendar quarter. Fees are based on the market value of all assets in the Portfolio at the close of the last business day of the preceding quarter. For a new account, the initial fee will be due on the date the account is accepted by AI (the “Effective Date”) and will be based on the opening market value of the assets in the account on that date. The period which this payment covers and for which the fee will be pro-rated will run from the Effective Date through the last day of the then current calendar quarter. AI will provide me a notice of the fee statement including the amount of the fee, the value of the Portfolio upon which the fee is calculated and the calculation of the fee. By execution of this Agreement, I provide express written authorization for AI to also direct all fee statements to the Custodian for payment from my account each quarter.

**4. Termination:** This Agreement will remain in force until termination, which may be effected at any time by either party upon written notice to the other party. In the event of termination, the Client will be entitled to a pro-rated refund of the unused portion of any prepaid fees extending beyond the termination date. I understand that I may rescind this agreement within 5 business days of its execution without incurring any fees. This Agreement is not assignable by either party without prior written consent of the other party.

**5. Portfolio Allocation:** I understand that AI acts as advisor to other clients and that AI may take action, publish, or render advice which may differ from the advice given or action taken with respect to my Portfolio. Account holdings, and the timing of purchases and sales, will vary across clients, based on the unique circumstances of each account. I understand that transactions in a specific security may not be executed for all clients at the same time or at the same price.

**6. Arbitration:** Any claims or disputes of any nature between the parties relating to this Agreement shall be settled by arbitration in accordance with the Rules of Procedure of the American Arbitration Association. Arbitration shall be held in a mutually agreed upon location. The decision of the Arbitrator(s) shall be final and binding upon both parties and the judgment upon the award may be entered in any court of competent jurisdiction. The parties expressly agree that the Client and AI are engaged in transactions involving interstate commerce and that the enforceability and validity of this arbitration provision shall be governed and interpreted pursuant to the provisions of the Federal Arbitration Act. The foregoing arbitration provision does not constitute a waiver of any right provided by the Act, including the right to choose the forum in which to seek resolution of disputes. In the event that either party commences arbitration to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to costs and attorneys fees.

**7. Severability:** The parties understand that if any provision of this Agreement is held by the courts to be illegal, unenforceable or in conflict with the applicable state law, the validity of the remaining portions shall not be compromised.

**8. Representation and Disclosure:** AI is registered as an investment adviser pursuant to the Investment Advisers Act of 1940. AI represents that nothing in this Agreement shall constitute a waiver or limitation of any rights which the Client may have under applicable state or federal law. I acknowledge receipt of a copy of AI's Form ADV Part II, as required by Rule 204-3 under the Investment Advisers Act of 1940. I acknowledge that a copy of AI's compliance policies and procedures manual is available upon request.

**9. Entire Agreement; Governing Law:** The Agreement constitutes the entire agreement of the parties with respect to the management of the Portfolio and can be amended only by written document signed by the parties. Except as provided in Section 6, this Agreement shall be governed by the laws of the State of Tennessee.

**For employee benefit plans subject to ERISA, please read and complete the following section:**

The Client maintains an employee benefit plan known as \_\_\_\_\_ (the "Plan") which is subject to the Employment Retirement Income Security Act of 1974, as amended ("ERISA"). The trustee of the trust fund created pursuant to the Plan is \_\_\_\_\_ (the "Trustee").

**Representations:** AI acknowledges that the Portfolio is owned by the Plan which is an employee benefit plan within the meaning of Section 3 of ERISA. AI acknowledges that it is a fiduciary with respect to the Plan and the Portfolio within the meaning of Sections 3(38) and 402(a)(2) of ERISA.

The Client represents that it is authorized under the applicable plan and trust instruments to appoint an investment manager to direct the Trustee in the management, acquisition, and disposition of all or part of the Portfolio held by the Trustee for the Plan, to enter into this Agreement on behalf of the Plan, and that this Agreement is consistent with the Plan. Client will notify AI in the event of any changes in the Plan and shall provide AI with copies of all relevant Plan instruments.

**Bonding:** AI agrees to maintain during the effectiveness of this Agreement such bonding as may be required by ERISA.

- ***If joint account, all joint owners must sign.***
- ***If institutional account, all trustees, or officers, or partners must sign.***

Client Name: \_\_\_\_\_ Title (if corporation, trust, etc): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agile Investments Accepted By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

***(The effective date of this Agreement shall be the date of its acceptance by AI).***