



## Client | Agreement

Convexity Wealth Management, LLC.

Client Name(s): \_\_\_\_\_

### **THIS AGREEMENT**

("Agreement") between Convexity Wealth Management, LLC ("Adviser") and the Client, with effect from the time the Adviser receives and accepts a copy of this Agreement executed by the Client. By signing this Agreement, the Client acknowledges engaging the Adviser to provide advisory services for the Client's investment accounts.

### **One** | Appointment as Investment Adviser

The Client hereby retains the Adviser, and the Adviser hereby agrees to provide investment management services with respect to certain assets of the Client (the "Portfolio") in accordance with the terms and conditions set forth below.

## **Two** | Investment Supervisory Services

The Adviser will determine a target Portfolio allocation between various asset classes (such as equities and fixed income). The Adviser will periodically review the Portfolio and implement changes that the Adviser deems appropriate. The Adviser may change the target asset class allocations, and/or the specific assets held in the Portfolio. The Adviser will provide its services on a discretionary basis and will not give advance notice or seek the Client's consent for any changes to the Portfolio. The Client is responsible for informing the Adviser of any changes in the Client's financial circumstances, and any other information provided by the Client to the Adviser under this agreement. The Client is responsible for reviewing trade confirmations and account statements provided by the Portfolio's custodian. The Client is responsible for notifying the Adviser of any transactions or holdings that appear to be in error or inconsistent. In providing all services under this agreement, Adviser will rely on the financial and other information provided by Client without any duty or obligation to investigate the accuracy or completeness of the information. Where this agreement is signed by more than one person representing 'Client,' this includes information and instructions provided by only one such person, and Adviser shall have no duty or obligation to verify any such information or instructions with any other signatory to this agreement. The Adviser will not provide ongoing services to the Client or the Portfolio, except as noted above.

## **Three** | Custody of Assets

The Adviser does not hold or receive any of the Client's funds or securities, other than payment for the Adviser's services. The Portfolio's assets will be held by a custodian, and the Client will be solely responsible for paying all the Custodian's fees. The Client understands that the Adviser is not authorized to establish or maintain custodial arrangements for the Account. All transactions will be consummated by payment to, or delivery by, Client or such other party as Client may designate in writing (the "Custodian"), of all cash and/or securities due to or from the Account. Client shall direct the Custodian to segregate the assets of the Account. Client understands that Adviser shall not be responsible for any loss incurred by reason of any act or omission of the Custodian or any other party, to the extent permitted by law. The Custodian should provide statements for the

account. The Adviser encourages the Client to notify the Custodian promptly if the Client does not receive statements on all accounts from the Custodian on at least a quarterly basis.

## **Four** | Confidential Relationship

Information received by Adviser from Client will be kept confidential by Adviser in a manner consistent with applicable law and with the Adviser's Privacy Policy, which Client acknowledges receiving, and which is currently available on Adviser's website and will be sent to Client annually, as required by law. All information or advice furnished by Adviser to Client shall be treated as confidential and not be disclosed by Client except as required by law.

VOTING PROXIES: Unless otherwise expressly directed in writing by Client or as required by law, Adviser shall not vote any proxies for securities purchased for Client's Account.

## **Five** | Class Action Settlement Claims

The Adviser will not file a class action settlement claim involving a security held in Client's account on behalf of Client.

## **Six** | Code of Ethics

Client acknowledges that Adviser has made Client aware that Adviser has a Code of Ethics, which is described in Adviser's Form ADV, Part 2, and which will be provided to Client upon request.

## **Seven** | Fees

The fees for services under this Agreement shall be calculated and paid, in arrears, on a quarterly basis in accordance with the rate set forth in the attached fee schedule (Schedule B). The payment shall be calculated as described on Adviser's Form ADV, Part 2. The Client will pay the Adviser directly.

## **Eight** | Valuation

In computing the market value of any investment contained in the account, each security listed on any national securities exchange shall be valued at the last quoted sale price on the valuation date on the principal exchange on which such security is traded. Any other security or asset shall be valued in a manner determined in good faith by the Adviser to reflect its fair market value.

## **Nine** | Related Transactions

The Adviser's authority hereunder shall not be impaired because the Adviser may make transactions with respect to securities for the Adviser's own account or for the accounts of others under management which are identical or like securities as to which the Adviser may make transactions for the Account at the same or different times.

## **Ten** | Account Statements

Client hereby provides his/her express understanding that Adviser shall not have any responsibility to directly disseminate account statements to Client.

## **Eleven** | Verbal Instructions Acceptable

By Client's execution of this agreement, Client hereby provides express authorization in favor of Adviser which shall expressly permit and allow Adviser to act on Client's verbal instructions, except that no trade or order instructions may be left on Adviser's voicemail – voicemail instructions will not be acted upon. Schedule B which is attached hereto and made an express part of this Agreement, and which is hereby incorporated by reference herein, shall set forth the names of the specific individuals who shall have the authority to grant verbal and/or written instructions to the Adviser, and shall be effective until Adviser receives written notification from Client that any person referenced on Schedule B no longer has such authority. In providing all services under this agreement, Adviser will rely on the financial and other information provided by Client without any duty or obligation to

investigate the accuracy or completeness of the information. Where this agreement is signed by more than one person representing 'Client,' this includes information and instructions provided by only one such person, and Adviser shall have no duty or obligation to verify any such information or instructions with any other signatory to this agreement.

## **Twelve** | Electronic Communications Acceptable

The Client consents to electronic delivery of required disclosure documents and other communications by the Adviser. Such consent will remain effective unless revoked by the Client. The Adviser will transmit information by email in text, PDF, Microsoft Word, or other formats that can be readily viewed, printed, and saved. The Client has provided the Adviser with one or more valid email addresses that the Adviser may use to communicate with the Client. The Client acknowledges that there may be costs associated with electronic delivery, such as computer equipment costs and on-line charges. The Client may revoke its consent to receive communications electronically at any time by notifying the Adviser. The disclosure brochure and brochure supplement will be delivered to prospective clients (A) not less than 48 hours prior to entering any written or oral investment advisory contract, or (B) no later than the time of entering such contract if the client has the right to terminate the contract without penalty within five business days after entering the contract.

I (We) consent to electronic delivery of required disclosure documents.

\_\_\_\_\_ ,

\_\_\_\_\_

## **Thirteen** | Limited Liability

The Adviser shall not be liable for any mistake in judgment or for any loss whatsoever except that which may result from a violation of applicable law or an act of bad faith or gross negligence by the Adviser concerning its duties under this

Agreement. Furthermore, the Adviser, its officers, directors, employees, and agents shall not be responsible for any loss, claim, cost, or liability incurred by reason of any act or omission by any broker, dealer, custodian or another third party.

## **Fourteen** | Non-waiver of Rights by Client

Federal securities laws impose certain obligations on persons acting in good faith, and as such, nothing in this Agreement shall result in any waiver of any or all the rights which the Client shall otherwise enjoy under the federal securities laws.

## **Fifteen** | Termination/Assignment

Neither party may assign this agreement without the prior written consent of the other party. This agreement shall be in effect until either party gives written notice to the other party of its intention to terminate the agreement. This agreement may be terminated, without penalty, upon at least 30 days written notice by either party.

## **Sixteen** | Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington except to the extent that the federal securities laws shall otherwise be controlling.

## **Seventeen** | Venue

If any dispute shall arise by and between the parties, it is hereby agreed that any litigation, cause, suit, arbitration, mediation, or any other proceeding shall take place in the State of Washington.

## **Eighteen** | Arbitration

Any controversy or claim arising out of or relating to this agreement, or the breach thereof shall be settled by arbitration, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Client understands that this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under federal or state securities laws. Arbitration is final and binding on the parties.

## **Nineteen** | Miscellaneous

All paragraph headings in this Agreement are for convenience of reference only, do not form part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement. If any provision herein is or should become inconsistent with any present or future law, rule, or regulation of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, such provision shall be deemed to be rescinded or modified in accordance with any such law, rule, or regulation. In all other respects, this Agreement shall continue and remain in full force and effect. No term or provision of this Agreement may be waived or modified unless in writing and signed by the party against whom such waiver or modification is sought to be enforced. This Agreement contains the entire understanding between Client and Adviser concerning the subject matter of this Agreement. To the extent that this Agreement is inconsistent with any other agreement governing Client's Account, the provisions of this Agreement shall govern. Client agrees that this Agreement shall be binding upon Client's heirs, executors, administrators, and personal representatives. All notifications required to be sent shall be sent: if to Adviser, to the Adviser's address contained in this Agreement or such other address as may later be designated; if to Client, to Client's address as provided to Adviser at the time this Agreement is entered into, or such other address as may later be designated.

## Twenty | Effective Date

This Agreement will be effective upon execution by both the Client and Adviser.

### Signatures

By signing below, I acknowledge that I have received, read, understand, and agree to abide by all the terms and conditions set forth in the Advisory Client Agreement with Adviser.

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Client's Name

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Client's Signature

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Date

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Client's Name

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Client's Signature

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Date

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Authorized Adviser Officer Name

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Authorized Adviser Officer Signature

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Date



## Schedule A – Fee Schedule

(a) The annual investment management fee per Client account is a flat fee rate of 0.50% or 50 basis points of the total assets under management of the Client’s portfolio. Convexity calculates the advisory fee, which is equal to the fee rate multiplied by the value of the Client’s total assets under management on a quarterly basis. Convexity then administers the advisory fee quarterly.

(b) The calculation to determine the advisory fee is done by multiplying 0.125% (one quarter of the 0.50% annual fee rate) by the total of the Client’s assets under management at the end of the quarter. In the initial quarter that the Client account is under management, the fee rate is applied only to those days that the Client account is under management within that quarter and not to any days that it is not. Convexity’s fees are not charged in advance and are charged to Clients quarterly.

(c) Client will not pay Adviser directly for the advisory fee.

(d) A fee invoice will be provided to the Client which will include the amount of the fee, and the formula on how the fee is calculated.

## Schedule B – Authorized Persons

List of persons authorized to provide instructions on account to Adviser.

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

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

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

# Privacy Notice

At Convexity Wealth Management, LLC, we recognize the importance of protecting our clients' privacy. We have policies to maintain the confidentiality and security of your nonpublic personal information. The following is designed to help you understand what information we collect from you and how we use that information to serve your account.

## **CATEGORIES OF INFORMATION WE MAY COLLECT**

In the normal course of business, we may collect the following types of information: Information you provide in the subscription documents and other forms (including name, address, social security number, date of birth, income, and other financial-related information); AND data about your transactions with us (such investments you have made and account status). How We Use Your Information That We Collect All nonpublic personal information that we receive with respect to our clients who are natural persons is not shared with nonaffiliated third parties which are not service providers to us without prior notice to, and consent of, such clients, unless otherwise required by law. In the normal course of business, we may disclose the kinds of nonpublic personal information listed above to nonaffiliated third-party service providers involved in servicing and administering products and services on our behalf. Our service providers include, but are not limited to, our administrator, our auditors, and our legal advisor. Additionally, we may disclose such nonpublic personal information as required by law (such as to respond to a subpoena) or to satisfy a request from a regulator and/or to prevent fraud. Without limiting the foregoing, we may disclose nonpublic personal information about you to governmental entities and others in connection with meeting our obligations to prevent money laundering including, without limitation, the disclosure that may be required by the Uniting and Strengthening America Act by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001 and the regulations promulgated thereunder. In addition, if we choose to dispose of our clients' nonpublic personal information that we are not legally bound to maintain, then we will do so in a manner that reasonably protects such information from unauthorized access. The same privacy policy also applies to former clients who are natural persons.

## **CONFIDENTIALITY AND SECURITY**

We restrict access to nonpublic personal information about our clients to those employees and agents who need to know that information to provide products and services to our clients. We maintain physical, electronic, and procedural safeguards to protect our clients' nonpublic personal information. We respect and value that you have entrusted us with your private financial information, and we will work diligently to maintain that trust. We are committed to preserving that trust by respecting your privacy as provided herein.