

NorthCoast 

CAN SLIM[®]

Private Clients

Confidential Client Profile and Investment Advisory Agreement

You may type in this form before printing

This Confidential Client Profile and Investment Advisory Agreement contains 9 consecutively numbered parts. Please fill out each part completely. If you have any questions, please call (888) 422-6754.

You may type in this form before printing

I. NEW ACCOUNT INFORMATION (Please Print)

Client Name:	US Citizen? <input type="checkbox"/> yes <input type="checkbox"/> no	Date of Birth:	Social Security or Tax ID#:
Co-Client Name:	US Citizen? <input type="checkbox"/> yes <input type="checkbox"/> no	Date of Birth:	Social Security or Tax ID#:
Address:			
City:	State:	Zip Code:	
Daytime Phone:	Evening Phone:	E-mail:	
Client's Occupation:	Co-Client's Occupation:		

II. PERSONAL FINANCIAL INFORMATION

1. Household Net Worth (excluding residence) \$ _____
2. Approximate Household Annual Income \$ _____
3. Source of Income:

PENSION	\$	_____
SOCIAL SECURITY	\$	_____
INVESTMENTS	\$	_____
EMPLOYMENT	\$	_____
OTHER	\$	_____
4. Tax Bracket _____
5. How much experience have you had with investing?

<input type="checkbox"/> none	<input type="checkbox"/> limited	<input type="checkbox"/> moderate	<input type="checkbox"/> extensive
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III. INVESTMENT OBJECTIVES

1. Which of the following best describes your primary investment objectives? (Circle one)

1. **Income Only**– Major emphasis on current income with only a small emphasis on capital appreciation.
2. **Income and Growth**– A combination of current income and capital appreciation with the primary consideration being current income.
3. **Growth and Income**– A combination of capital appreciation and current income with an emphasis on capital appreciation.
4. **Growth**– Emphasis on growth of capital without regard for current income. A growth portfolio will incur a larger amount of risk than a growth and income portfolio.
5. **Aggressive Growth**– Emphasis on long-term capital appreciation with higher risk/ volatility without any income. Short-term capital stability is not important in this portfolio.

2. "Time horizon" is the number of years you expect to leave your assets invested in the stock market. Based on your primary investment objective identified above, the time horizon for your portfolio is: (Circle one)

1. 3-5 years
2. 6-10 years
3. 11-15 years
4. Greater than 15 years.

Keep in mind that a shorter time horizon usually requires a more conservative portfolio because there is less time to recover short-term losses during market downturns.

3. What percentage do you plan to withdraw from this investment each year? (Circle one)
Please include an estimate of all withdrawals including all systematic withdrawals.

1. 9%-15%
2. 5%-8%
3. 3%-4%
4. 1%-2%
5. I do not have current plans to withdraw any assets

4. The table below indicates how much the stock market has fallen in any given year since 1900:

Routine Decline (5% or more)	–	About three times per year
Moderate Correction (10% or more)	–	About once per year
Severe Correction (15% or more)	–	About once every two years
Bear Market (20% or more)	–	About every three years

Knowing this, and that no strategy can protect you from occasional loss, please complete the following statement, "If my portfolio produces a long-term return that allows me to accomplish my goals, I am prepared to live with a decline of..." (Circle one)

1. 5%
2. 10%
3. 20%
4. 30%

5. What percentage of your total investment assets will this account represent? (Circle only one)

1. 76%-100%
2. 51%-75%
3. 26%-50%
4. 1%-25%

6. How liquid are your other assets? (Circle only one)

1. Illiquid
2. Semi-Illiquid
3. Semi-Liquid
4. Liquid

"Liquidity" is the ability to convert your assets to cash.

Please record your total score by adding the numbers corresponding with answers from the last six questions:

_____ (Example: 21 out of possible 26)

What your score means –

IF YOUR TOTAL IS	YOUR RISK LEVEL IS	PROBABLE INVESTMENT PROGRAM
6 - 10	Low	A conservative plan, with emphasis on current income, probably not including CAN SLIM®
11 - 14	Moderate	LifeStyle Program/ Balanced – Moderate growth with emphasis on current income
15 - 19	Moderate-to-high	LifeStyle Program/ Growth & Income – Moderate income with emphasis on growth
20 - 26	High Risk	CAN SLIM® Investment Program – Aggressive growth

<p>Program Selected</p> <p>_____</p>	<p>Initialed</p> <p>_____</p>
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IV. INVESTMENT ADVISORY AGREEMENT

WHEREAS, NorthCoast Asset Management LLC (the “Advisor”) is registered with the Securities and Exchange Commission under the Investment Adviser’s Act of 1940, as amended, (the “Adviser’s Act”) as an investment advisor, and

WHEREAS, the Advisor provides investment management services and the Client wishes to retain the Advisor to act as his/her investment advisor in accordance with the terms and conditions set forth in this Agreement,

THEREFORE, in consideration of the foregoing and the mutual promises set forth below, the Advisor and the Client agree as follows:

Section 1. Investment Management Services. The Client agrees to make an initial investment and the Advisor agrees to manage this investment (the “Managed Assets”) according to the “Program Selected”, above. Various clients in the same Program may experience differing performance depending upon Client’s investment start date and fee structure.

The Client may at any time, deposit additional funds and/or securities with the Custodian (**defined in Section 3**) so as to increase the Managed Assets of the Client. The Client may also withdraw Managed Assets by giving notice to the Advisor. The Client’s financial circumstances and investment objectives are described in the Client Profile. The Client agrees to notify the Advisor promptly in writing of any significant change in the information provided by the Client in the Client Profile or other written correspondence, or any significant change in the Client’s financial circumstances or investment objectives that might affect the manner in which the Client’s Managed Assets should be managed. The Client also agrees to provide the Advisor with such additional information as the Advisor may request from time to time to assist it in managing the Managed Assets. The Advisor’s authority under this Agreement will remain in effect until changed or terminated by the Client as provided in **Section 13**.

The Client may change the “Program Selected” either by oral or written instruction. The new “Program Selected” may include any investment strategy managed by the Advisor, and such change will not warrant the issuance of a new Investment Advisory Agreement.

The Advisor will not be responsible for any loss, liability, cost or expense resulting from its acting upon oral or written instruction from the Client that the Advisor reasonably believes to be genuine. The Advisor will employ reasonable procedures to confirm that instructions communicated by telephone or in writing are genuine. Such procedures will be communicated to the Client and may be changed from time to time.

Section 2. Execution of Investment Account Transactions. The Advisor will arrange for the execution of securities transactions for the Managed Assets through the Custodian authorized by the Client. The Client will be responsible for transaction charges to cover costs associated with trade executions. The Client authorizes the Advisor to download electronically the Client’s account information from the Client’s Custodian.

Transactions for the Client’s Managed Assets may be combined by the Advisor with transactions of other clients holding the same securities, in order to obtain a better price or to achieve administrative and/or transactional efficiencies.

If necessary, the Advisor may give a copy of this Investment Advisory Agreement as evidence of the Advisor’s authority to act for the Client to: (i) any broker or dealer; (ii) the Custodian; and (iii) any other party to transactions involving the Client’s Managed Assets.

Section 3. Custody of Assets. **The Advisor will not have custody of any of the Managed Assets. The Client will be solely responsible for paying all fees or charges of the Custodian, which charges will be automatically charged by the Custodian to the Client’s account.** The Client authorizes the Advisor to give the Custodian instructions for the purchase, sale, conversion, redemption, exchange or retention of any security, cash or cash equivalent or other investment under management. The Client also authorizes and directs the Advisor to instruct the Custodian on the Client’s behalf to: (i) send the Client (at least quarterly) a statement showing all transactions occurring with the Client’s Managed Assets during such period, and showing the funds, securities and other property held in the Managed Assets at the end of the period; and (ii) provide the Advisor copies of all periodic statements and other reports for the Managed Assets that the Custodian sends to the Client.

The periodic statements discussed in (i), above, are in lieu of sending the Client confirmations for each Managed Asset transaction. The Client can instruct the Advisor in writing, at any time, to have all confirmations sent directly to the Client.

Section 4. Reports. The Custodian will send the Client quarterly written statements of the Managed Assets, which will include the beginning period balance, the current market value, and details of monthly transactions.

Section 5. Advisory Fees. The Advisor shall charge a quarterly management fee applied to the total net assets (in U.S. dollars) in the Client’s account as of the last business day of each calendar quarter. The fee is tiered, as shown in the table below, so that each annual percentage cited in the table will be applied to the respective balance in each category in the table, then aggregated and divided by four. For instance, if total net assets in the CAN SLIM Investment Program at quarter-end equal \$155,000, then 1.65% is applied against \$100,000 and 1.50% is applied against \$55,000. The total, \$2,475, is divided by 4 to arrive at the quarterly fee of \$618.75. For purposes of calculating such management fee, the net assets in the Client’s account will be determined before reduction for the management fee accrued or payable as of the calculation date and before giving effect to any additions or withdrawals made as of such date.

0 - \$99,999	1.65%
\$100,000 – \$249,999	1.50%
\$250,000 – \$499,999	1.40%
\$500,000 – \$999,999	1.30%
\$1,000,000 – \$1,999,999	1.20%
\$2,000,000 and up	1.00%

If the Client withdraws all or part of the Managed Assets, or this Agreement is terminated, as of any other date than the last business day of a calendar quarter, the Client shall be charged a management fee on the amount of the withdrawal prorated based upon the ratio of (i) the number of business days in the calendar quarter through such date to (ii) the total number of business days in the calendar quarter. **If the Client withdraws all or part of the Managed Assets, or terminates this Agreement, within the first three months following the date on which the Client first invests the Managed Assets with the Advisor, the Client agrees that the Advisor may charge the Client a fee of one percent (1%) of the Managed Assets withdrawn (the "Penalty"), in addition to any management fees owed, as an early termination fee.**

The Client hereby authorizes the Advisor to electronically deduct from the Client's account each management fee or Penalty as it becomes accrued and payable.

Section 6. Valuation. The Custodian will value securities in the Managed Assets that are listed on a national securities exchange or on the NASDAQ exchange at the closing price on the valuation date and on the principal market where the securities are traded. Client acknowledges that Advisor may employ outside services for account reconciliation and valuation purposes and hereby authorizes Advisor to release account information to such service. It is understood that any such service will be under the same privacy and confidentiality provisions applicable to the Advisor.

Section 7. Confidentiality. In accordance with Advisor's privacy policy and except as otherwise agreed in writing or as permitted by law, Advisor will keep confidential all information concerning Client's identity, financial affairs or investments. The Client authorizes the Advisor to use the performance of the Managed Assets data in the compilation of Advisor's performance data.

The Advisor and its personnel may obtain material, nonpublic or other confidential information that, if disclosed, might affect an investor's decision to buy, sell or hold a security. Under applicable law, the Advisor and its personnel may not disclose or use this information for their personal benefit or for the benefit of any person, including clients of the Advisor. If the Advisor and its personnel obtain nonpublic or other confidential information about any issuer of securities, the Advisor will have no obligation to disclose the information to the Client or use it for the Client's benefit.

Section 8. Other Investment Accounts. The Client understands that the Advisor serves as investment manager for other clients and will continue to do so. The Client also understands that the Advisor may give advice or take actions necessary to perform its duties for other clients, or for its own accounts, that may differ from the advice given to or action taken for the Client. The Advisor is not obligated to buy, sell or recommend for the Client any security or other investment that the Advisor may buy, sell or recommend for any other client or for their own Managed Assets. This Agreement does not limit or restrict in any way the Advisor or its personnel from buying, selling or trading in any securities or other investments for their own accounts.

Section 9. Risk Acknowledgment. The Advisor does not guarantee the future performance or any specific level of performance of the Managed Assets, the success of any investment decision or strategy that the Advisor may use, or the success of the Advisor's overall management of the assets. The Client understands that investment decisions made for Client's Managed Assets by the Advisor are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable. The Advisor will manage only the securities, cash and other investments identified in the Managed Assets. Except as may otherwise be provided by law, the Advisor will not be liable to the Client for: (i) any loss that the Client may suffer by reason of any investment decision made or other action taken or omitted in good faith by the Advisor with the degree of care, skill, prudence and diligence, under the circumstances that a prudent person acting in a fiduciary capacity would use; (ii) any loss arising from the Advisor's adherence to the Client's instructions; or (iii) any act or failure to act by the Custodian, any broker or dealer to which the Advisor directs transactions for the Managed Assets, or by any other third party. The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement will waive or limit any rights that the Client may have under those laws.

Section 10. Retirement or Employee Benefit Plan Accounts. This Section applies if the Managed Assets are for a: (i) pension or other employee benefit plan (including a 401(k) plan) governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (ii) tax-qualified retirement plan (including a Keogh plan) under section 401 (a) of the Internal Revenue Code of 1986, as amended (the "Code"), and not covered by ERISA; or (iii) an individual retirement account ("IRA") under Section 408 of the Code.

If the Managed Assets are for a plan subject to ERISA (the "Plan"), the Client appoints the Advisor, and the Advisor accepts its appointment, as an "investment manager" for purposes of ERISA and the Code, and the Advisor specifies that it is not a "fiduciary" within the meaning of Section 3(21) of ERISA and Section 4975(e)(3) of the Code. The Advisor represents that it is registered as an investment advisor under the "Adviser's Act".

If the Managed Assets are subject to a Plan, the Client represents that the Advisor is authorized to perform the services contracted hereunder and Client has authority to retain the Advisor. The Client agrees that if there are any amendments to the Plan affecting the rights or obligations of the Advisor, such amendments will be binding on the Advisor only when agreed to by the Advisor in writing. If the Managed Assets contain only a part of the assets of the Plan, the Client understands that the Advisor will have no responsibility for the diversification of all of the Plan's investments, and that the Advisor will have no duty, responsibility or liability for the Client assets that are not in the Managed Assets. If ERISA or other applicable law requires bonding with respect to the Managed Assets, the Advisor will obtain and maintain, at its expense, bonding that satisfies this requirement and covers the Advisor.

Section 11. Other Legal Actions. The Client agrees that the Advisor will not advise or act for the Client in any legal proceedings, including bankruptcies or class actions, involving securities held or previously held in the Managed Assets or involving the issuers of these securities.

Section 12. Proxy Voting. The Company has assumed the responsibility to act for its clients in voting by proxy. To facilitate that responsibility the Company has contracted with ISS division of RiskMetrics to collect and process all proxy material from all custodians for all accounts and mutual funds managed by it. ISS has been instructed to vote each individual proxy for all clients "in the best financial interest" of those clients. The Company retains complete responsibility and control over the voting process and reviews all votes. NCAM will exercise its discretion to vote on all issues it deems of significant importance to its clients and has the authority, by contract, to override any decision by ISS.

Section 13. Termination. This Agreement will continue in effect until terminated by written notice to the other party. Termination of this Agreement will not affect: (i) the validity of any action previously taken by the Advisor under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) Client's obligation to pay the Advisory Fee to the Advisor (prorated through the date of termination). Upon the termination of this Agreement, the Advisor will have no obligation to recommend or take any action with regard to the Managed Assets. Termination requests that include liquidation instructions or other additional requests shall be treated as a termination and the Client shall assume responsibility for the liquidation and/or other action.

Section 14. The Client Authority. If the Client is an individual, the Client represents that he or she is of the age of majority. If the Client is a corporation, partnership, trust or other entity, the person signing this Agreement for the Client represents that he or she has been authorized to do so by the corporation, partnership, trust or other entity. If this Agreement is entered into by a trustee or other fiduciary, the trustee or fiduciary represents that the Advisor's investment management strategies, allocation procedures, and investment management services are authorized under the applicable plan, trust or law, and that the person signing this Agreement has the authority to negotiate and enter into this Agreement. The Client will inform the Advisor of any event that might affect this authority or the propriety of this Agreement.

Section 15. Death or Disability. If the Client is a natural person, the death, disability or incompetency of the Client will not terminate or change the terms of this Agreement. However, the Client's executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to the Advisor.

Section 16. Binding Agreement. This Agreement will bind, and be for the benefit of, the parties to the Agreement and their successors and permitted assigns, except that this Agreement may not be assigned (within the meaning of the "Adviser's Act") by either party without the prior consent of the other party.

Section 17. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Connecticut without giving effect to any conflict of law or choice of law provisions of that State, provided that nothing in this Agreement will be construed in any manner inconsistent with the Adviser's Act, any rule or order of the Securities and Exchange Commission, and if applicable to the Managed Asset, ERISA and any rule or order of the Department of Labor under ERISA. If any provision of this Agreement is or should become inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, that provision will be deemed to be rescinded or modified in accordance with any such law or rule. In all other respects, this Agreement will continue and remain in full force and effect.

Section 18. Notices. Any notice, advice or report to be given to the Advisor under this Agreement will be delivered either in person, by U.S. mail or overnight courier (postage prepaid) or sent by facsimile transmission (with a hard copy sent by U.S. mail) to the Advisor. Unless otherwise agreed, any notice, advice or report given to the Client under this Agreement will be delivered either in person, by U.S. mail or overnight courier (postage prepaid) or sent by facsimile transmission (with a hard copy sent by U.S. mail) to the Client at the address set forth above or at such other address as the Client may designate in writing.

Section 19. Arbitration. Any dispute or controversy arising out of or related to this Agreement, including a claim of rescission hereof, shall be settled by arbitration in accordance with the securities arbitration rules then in effect of the American Arbitration Association, unless both parties to this Agreement agree in writing to settle such dispute or controversy in a different manner. This binding arbitration clause in no way limits or affects the Client's rights under the Adviser's Act. Any arbitration held under this provision must be decided based upon applicable law. Client acknowledges that this Agreement does not allow for the submission of a dispute to federal or state courts.

Section 20. Tax Consequences. Any securities placed under management by the Client may ultimately be sold by the Advisor, thus creating a capital gain or loss depending on the Client's cost basis in the securities. Withdrawals, including those made for fee payment, made from tax-qualified or tax-advantaged accounts may cause a taxable event for the Client. The Client should consult with his or her tax advisor for advice on the tax ramifications of any transactions. Client shall be responsible for meeting all of Client's own tax law obligations, including the requirement for any Minimum Required Distributions. The Advisor does NOT provide tax advice.

Section 21. Miscellaneous. No term or provision of this Agreement may be waived or changed except in writing signed by the party against whom such waiver or change is sought to be enforced. The Advisor's failure to insist at any time upon strict compliance with this Agreement or with any of the terms of the Agreement, or any continued course of such conduct on its part, will not constitute or be considered a waiver by the Advisor of any of its rights or privileges. This Agreement contains the entire understanding between the Client and the Advisor concerning the subject matter of this Agreement and supersedes all previous agreements and understandings.

Section 22. Construction. Whenever the singular number is used in the Agreement and when required by the context, the same shall include the plural and the masculine gender shall include the feminine and neuter genders and vice versa; and the word "person" or "party" shall include a corporation, firm partnership, proprietorship, or other form of association. Headings, paragraphs and other captions contained in the Agreement are inserted for reference purposes and for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

Section 23. Rights and Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Section 24. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

Section 25. Counterparts. This Agreement may be executed in counterparts, all of which shall be deemed to be one and the same instrument. The Client and the Advisor have executed this Investment Advisory Agreement as of the day and year first cited on signature page.

Section 26. Force Majeure. Advisor shall not be liable for failure or losses caused by conditions and events beyond its control including, without limitation: fire, electrical, mechanical or equipment breakdowns, delays by third party vendors and/or communications carriers, civil disturbances or disorders, terrorist acts, strikes, acts of governmental authority or new governmental restrictions, market fluctuations or acts of God.

V. ACKNOWLEDGEMENT OF RECEIPT

I acknowledge receipt of **Part II** of NorthCoast Asset Management LLC's **Form ADV**.

VI. PRIVACY POLICY of NorthCoast Asset Management, LLC

We collect nonpublic personal information about you from the following sources: (i) information we receive from you on applications and other forms; and (ii) information about your transactions with us, our affiliates, or others. We **do not** disclose any nonpublic personal information about our Customers or former Customers to anyone, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

VII. CAN SLIM[®] Trademark is Licensed

CAN SLIM, Investor's Business Daily, and IBD are registered trademarks owned by Investor's Business Daily, Inc. and used here by NorthCoast Asset Management with permission. Advisor is solely responsible for the operation of all CAN SLIM[®] Private Clients accounts and the management of the Managed Assets (as defined above). Investor's Business Daily, Inc., and their respective shareholders and affiliates, including William J. O'Neil, are not affiliated with Advisor, do not provide investment management or advisory services to Advisor or to Client, and do not recommend, endorse or participate in the management of the investment described above.

VIII. SIGNATURES

Under penalties of perjury, I/We certify that (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. person (including a U.S. resident alien).

I/We certify to be at least eighteen (18) years of age and of full legal age in the State in which I/We reside. In consideration of NorthCoast Asset Management LLC accepting one or more accounts, I/We hereby acknowledge that I/We have read and agreed to the terms and conditions set forth herein.

X

Client Signature:

Date:

X

Co-Client Signature (if more than one, all principals must sign):

Date:

X

Trustee/ Administrator (If Applicable):

Date:

X

Trustee/ Administrator Printed Name & Title:

Date:

Please review the Client Profile and Investment Advisory Agreement to ensure that each part is complete. If incomplete, or if required signatures are missing, the Client Profile and Investment Advisory Agreement will be returned and the account will not be opened.

IX. ACCEPTANCE by NorthCoast Asset Management, LLC

Authorized Signature:

Printed Name:

Date:

11232010

CAN SLIM® Private Clients

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