

CLIENT AGREEMENT FOR A MANAGED ACCOUNT

This Managed Account Agreement (i) is entered into by and between Marketocracy Capital Management LLC, a Delaware limited liability company ("**Manager**"), and the person(s) named below under "Signatures" ("**Client**"), and (ii) includes the General Terms and Conditions (the "**General Terms**"), the Limited Power of Attorney with Trading Authorization and each program supplement (each a "**Program Supplement**") and other documents checked below, all of which are incorporated herein by this reference (collectively, the "**Agreement**"):

- General Terms and Conditions** (MA-100-002 Rev 1.2)
- Limited Power of Attorney with Trading Authorization** (MA-100-006 Rev 1.0)
- mFOLIO Program Supplement** (MA-300-001 Rev 1.2)
- Following portion(s) of **Managed Account Programs Brochure** (MA-100-004 Rev 1.0) only:
 - Sections A and B of mFOLIO Separately Managed Account Program description

Client also acknowledges prior receipt of **MCM Form ADV, Part II** (MA-100-003 Rev 1.0), which is not incorporated herein by this reference.

SIGNATURES

By **signing** and dating a copy of the Agreement (including any changes in writing to the Agreement pursuant to Sections 13 and 24 of the General Terms) below and causing such copy to be **delivered** to the other person(s) listed below, a person thereby shall become a party to the Agreement, including such changes thereto, and shall be bound by its provisions. For purposes of the Agreement: (A) "**signing**" a copy of the Agreement or any change includes but is not limited to a person either fixing the person's physical signature upon a copy of the Agreement in a tangible media or typing or otherwise placing the person's name in an electronic copy of the Agreement where indicated below; and (B) a copy of the Agreement (i) in a tangible medium is "**delivered**" if the signed agreement is physically delivered to the other person personally or via U.S. mail or overnight courier, and (ii) in electronic form is "**delivered**" if the signed agreement is transmitted to the other person via facsimile or Internet electronic mail or similar standardized electronic means. Each person signing and causing the Agreement to be delivered hereby agrees that any electronic copy of the Agreement, including without limitation each Program Supplement, Managed Account Programs Brochure and Client Suitability Questionnaire, and each change hereto in accordance with Sections 13 and 24 of the General Terms, as well as any other electronic agreement between Manager and Client, for which Client similarly has signed and caused to be delivered as described above, is the legal equivalent of a signed, written contract (*i.e.*, one in legible, tangible media) and is equally binding on such person.

"MANAGER"

"CLIENT"

MARKETOCRACY CAPITAL MANAGEMENT LLC

Name: _____

By: _____
Kendrick W. Kam, President

Signature: _____

Dated: _____

Dated: _____

Address: 1200 Park Place, Suite 100
San Mateo, CA 94403

Telephone: (650) 472-2274

Fax to (888) 777-6181

Client Information

Name			
Title	First	Last	Suffix
Social Security Number:		Home:	Cell:
Birth Date (MM/DD/YYYY):		Work:	Fax:
Citizenship: <input type="checkbox"/> U.S. Citizen <input type="checkbox"/> Resident Alien <input type="checkbox"/> Non-Resident Alien			

Home Address

Street Address:		
Address Line 2:		
City:	State:	Zip:

You must have a valid U.S. street address to open an account

Mailing Address (if different from your home address)

Street Address:		
Address Line 2:		
City:	State:	Zip:

Employment: <input type="checkbox"/> Employed <input type="checkbox"/> Self-Employed <input type="checkbox"/> Retired <input type="checkbox"/> Student <input type="checkbox"/> Other	
Occupation:	
Are you a director, 10% shareholder, or executive who makes policy at a public company?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you employed by a stock market, the NASD, or firm that is a member of either one?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Work Address (required if employed)

Company Name:		
Street Address:		
Address Line 2:		
City:	State:	Zip:

Instructions: Please circle your most accurate response(s) to each question.

Investment Objective

Looking at the historical returns for the four portfolios below, which investment would you feel most comfortable with if in any year the...

1. Best return was 10%, worst loss was -5%
2. Best return was 20%, worst loss was -15%
3. Best return was 40%, worst loss was -30%
4. Best return was 60%, worst loss was -50%

Financial Situation

How much of your net worth does your portfolio represent?

1. Less than 10%
2. Between 10% and 25%
3. Between 25% and 50%
4. Between 50% and 75%
5. Over 75%

Investment Experience

Which answer best describes your level of knowledge and confidence in making investment decisions?

1. High
2. Medium
3. Low

What kind of investments do you have experience with? (circle all that apply)

1. Mutual Funds
2. Individual Stocks
3. Options
4. Private Offerings