



MANDUS INVEST MANAGED ACCOUNT AGREEMENT

(Client Identification Form according to the Arif-rules. Arif Member No. 1832)

Natural Person	
First name, Last name	
Address	
Zip code, City	
Birth	
Nationality	

Company	
Company name	
Address	
Domicile/ Zip Code Town/ Country	
Date of Incorporation	
Extract from Commercial Register	

Profile / Natural Person	
Client's business activity	
Similar investments done earlier	
Transfer from Post	



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Profile / Company	
Sum of Investment / Currency	
Percentage of entire assets	
Transfer from which bank	

Annual Income	
<input type="radio"/> Less than 50.000 €	<input type="radio"/> 50.000 € – 100.000 €
<input type="radio"/> 100.000 € - 200.000 €	<input type="radio"/> 200.000 € – 300.000 €
<input type="radio"/> 300.000 € – 500.000 €	<input type="radio"/> 500.000 € over

Estimated Net Worth	
<input type="radio"/> Less than 50.000 €	<input type="radio"/> 50.000 € – 100.000 €
<input type="radio"/> 100.000 € - 200.000 €	<input type="radio"/> 200.000 € – 300.000 €
<input type="radio"/> 300.000 € – 500.000 €	<input type="radio"/> 500.000 € over

Have you ever declared bankruptcy? If yes, please provide details and date below	
<input type="radio"/> Yes	<input type="radio"/> No



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Trading Experience (check all that apply) Type of Investment No. of Years Trading Type of Investment No. of Years Trading	
<input type="radio"/> Stocks	
<input type="radio"/> Bonds	
<input type="radio"/> Foreign Exchange	
<input type="radio"/> Options	
<input type="radio"/> Futures	
<input type="radio"/> Real Estate	
Other:	

What is your trading objective?	
<input type="radio"/> Speculation	<input type="radio"/> Hedging Only

What is your purpose to have your Client Account managed by us?

Date, Place:	Client sign
Mandus Invest SA	



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„A” Bank and Account Information

The Client Bank	
The Client Bank nr	

Client details

Name, Company name	
Address, Domicile	
Zip Code, Country	
Date of Birth, Nationality / Date of Incorporation,	
Extract from Commercial Reg.)	

Identification of the Beneficial Owner Client hereby states that: (mark with a cross)

he/she/it (the Client) is the sole beneficial owner of the assets concerned.

the following person / entity is the beneficial owner of the assets concerned:



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Entity is the beneficial owner of the assets concerned	
Name, First-Name / Entities 'Name (if entity, name and first name of owners)	
(Address / Domicile)	
(Date of Birth, Nationality / Date of Incorporation, Extract from the Commercial Reg.)	

Client herewith confirms to inform Mandus Invest SA of any changes immediately.
Client further agrees that Mandus Invest SA is entitled to provide bank or broker with this form.

Please note that intentionally false statement in this form is an illegal act.

Place, Date	Client sign
Mandus Invest SA	



MANDUS INVEST MANAGED ACCOUNT AGREEMENT

Asset Management Agreement of Mandus Invest SA.

Asset Management Agreement of Mandus Invest SA. hereinafter "Company" AND	
Mr, Mrs, Company	
Address	
Zip code, Country, City	
Telephone	
(E-mail) hereinafter "Client" regarding entrusted assets allocated with	
(Broker's Bank, Branch, Place Country)	
Account Holder	MANDUS INVEST SA.
Account No.	
IBAN	
SWIFT	
Amount of Assets entrusted, Currency	

hereinafter "Client Account" or "Asset".

Client	Company
Place, Date	



MANDUS INVEST MANAGED ACCOUNT AGREEMENT

Asset Management Agreement of Mandus Invest SA.

A Subject of the agreement

Company is obliged to carry out the contractually agreed business transactions as specified in appendix A. Company shall duly consider Client's personal circumstances as outlined in the Client's Identification Form. Company shall faithfully and carefully perform its obligations. Upon prior written consent of Client, Company is entitled to assign its obligations to a third party.

B Compensation

In consideration for the services to be provided in terms of this Agreement, Company shall charge fees as set out in Appendix A here to. Client herewith authorizes Company to transfer fees as set out in Appendix A hereto from the client Account to the Company's accounts. Client herewith confirms that any commission and/or provisions belongs to and remains with Company.

C Commencement and Duration

This Agreement shall commence as per _____ (Date). The Agreement is concluded for an indefinite time and can be terminated at any time by either party by written notice given by registered mail or facsimile letter at the address set forth above. Receiving the termination notice in writing, Company is, unless instructed by Client to the contrary, obliged to terminate any investment without any delay and is prohibited, unless instructed by Client to the contrary, to transfer any assets from the Client Account. Until differently defined in writing by Client, Client herewith states that mandate set out herein shall continue after the death, legal incapacity, or bankruptcy of Client.

D Client's Duties

Client confirms that all information given to Company is true and accurate. Client is obliged to disclose any information required by the regulatory authorities, including but not limited to SRO (so-called "Self regulating organization"), in due time. Client acknowledges that Company is prohibited to invest Client's assets until having received all information and duly signed documents. Only upon prior information to and confirmation by the Company and only if the disposal does not interfere with the Company's asset management strategy, Client is entitled to dispose of the assets on the Client Account. Client hereby agrees to indemnify and hold harmless Company, its officers, directors, shareholders and employees from any and all trading losses, costs, expenses (including reasonable attorney fees), indebtedness and liabilities arising from acts, omissions or errors of banks and/or brokers in executing orders in Client Account. Client acknowledges Company's monthly statement if no written claim is deposited with Company within 10 days after having receipt statement with registered mail. Only upon prior written instructions, monthly statements remain with Company.

Client	Company
Place, Date	



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Asset Management Agreement of Mandus Invest SA.

E Company’s Duties and Liabilities

Company shall submit Client with a proper accounting of the performance of its obligations on a monthly basis as per the end of each month as set out in Appendix C. Company’s liability for simple but not for gross negligence or unlawful intent is herewith explicitly waived.

F Confidentiality

Both Parties shall not during the term of this Agreement or thereafter make use for their own purpose or disclose to any third party any confidential information having come to their attention before or during the term of this Agreement. All such information and knowledge shall be kept strictly confidential.

G Miscellaneous

Client herewith accepts that telephone conversations may be taped by Company for security reasons. Unless differently instructed in writing by Client, communications may be sent to Client at the address indicated above. Modifications and amendments shall only be legally effective if made in writing. The same shall apply to a waiver of the requirement that such modifications and amendments be in writing. The Appendixes A to C shall be considered an inseparable part of this Agreement. In the event of a conflict between these conditions and the terms of the Appendixes, these conditions will prevail. If a clause of this Agreement should be or become invalid, the remainder of the Agreement shall be unaffected thereby. The invalid clause shall be replaced by that valid clause which most closely resembles the economic intention underlying the invalid clause.

H Law and Jurisdiction

All disputes that may arise from this Agreement shall be submitted to the exclusive jurisdiction of the competent Courts Geneva, Switzerland.

Client	
Place, Date	Sign Client

Company	
Place, Date	Sign Company



MANDUS INVEST MANAGED ACCOUNT AGREEMENT

Appendix 'A' Business Transaction Form

A. Objective of the Investment

1. Having established Client Account, Client hereby constitutes and appoints Company, as his/her/its asset manager (agent and attorney-in-fact), with Full power and authority, to buy, sell and trade in the foreign exchange market according to the conditions set out by the bank and/or broker in the documents and contracts to be signed between Client and bank and/or broker on margin or otherwise, for Client's account and risk. The bank and/or broker are accordingly authorized and empowered to follow Company's instructions. Client hereby ratifies and confirms any and all transactions, trades or dealings effected for Client by Company.
2. Special written instructions given to Company by Client supersede these Investment objectives set out above.
3. Company is entitled to trade all currencies which are now traded, or which may be traded in the interbank foreign exchange market.
4. In case that as of the end of any business day, Client Account's realized and Unrealized losses exceed _____% of the entrusted and deposited assets, Company shall immediately cease trading activities and contact Client for further instructions.
5. Client further appoints Company to hedge the risk of the investments with socalled **Forex OTC Options**. Client is aware that such instruments are not standardized and such **hedge activities** will reduce his profit but in the opposite also reduce his loss if the market moves against the particular position.
6. Company shall receive the following fees: Transaction Fee _____ pips per round turn added to the transaction price Percentage of Profits _____ % monthly The percentage of profit is calculated from the closing net value of the previous month (or, in the month the account was first established, the initial deposited funds) to the closing net value (balance) of the following month. No opening management fee shall be charged.

Signature	
Place, date	Client



B. Company's Liability

- 1. Company shall appoint or mandate adequately qualified personnel.
- 2. Company will record and file any instructions given by Client.
- 3. Company will make available to Client a monthly statement including all investments and tracks done within the particular month. Company will further store such statements which are – upon Client's request – available to Client at any time.

C. Client's confirmation

- 1. Client herewith confirms that the parties discussed the aforementioned subject of the investment and involved risks in details.
- 2. Client is aware that **Company**, as the asset manager, **is not a bank**.
- 3. Client is further aware that Company and its relevant personnel or agents will pay attention to the preservation of the Client's legitimate interests in good faith. Client acknowledges the Company and its employee, e.g. CTA (Commodity Trading Agent), utilizes a proprietary trading method combined with hedge activities with FX OTC Options to lower the exposure. However, the investments are done in the name of Client and Client bears the risk of these investments at full.
- 4. Client acknowledges that in the Foreign Exchange Trading (FX) including the hedge activities with FX OTC Options, banks and/or brokers act as principal in the transaction and that they include their anticipated profit (spread between bid and asked) and often

Signature	
Place, date	Client



**Appendix 'B' to the Asset Management Agreement of Mandus Invest SA.
Risk Disclosure Statement**

1. The risk disclaimer is meant to inform Client of the high potential financial risks of engaging in foreign exchange trading. The transaction of such financial instruments known as forex, fx, currency and dealt on a valued basis known as spot or forward can contain a very substantial degree of risk. The same applies to FX OTC Options. Client should carefully consider his/her/its investment objectives, level of experience and risk appetite. Before deciding to undertake such transactions with Mandus Invest Sa., client should carefully evaluate whether his/her/its financial situation is appropriate. Signing with initials, Client confirms a high level of experiences with forex trading, and that the financial situation is appropriate.

2. Trading foreign exchange may result in substantial loss of funds and/or Complete loss of funds and therefore should only be undertaken with risk capital. The definition of risk capital is funds that are not necessary to the survival or well being of the user. Signing with initials, Client herewith confirms to invest risk capital only and that his financial existence is not jeopardized by a complete loss of invested funds:

3. There is a considerable exposure to risk in any foreign exchange transaction. Any transaction involving foreign currencies is exposed to risks including, but not limited to, the potential for changing political and/or economic conditions that may substantially affect the price or liquidity of a currency. More over, the leveraged nature of forex trading means that any market movement will have an equally proportional effect on the deposited funds. This may work against you as well as for you. The possibility exists that you could sustain a total loss of initial margin funds and be required to deposit additional funds to maintain your position. If you fail to meet any margin call within 24 hours, your position will be liquidated and you will be responsible for any resulting losses. Investors may lower their exposure to risk by employing risk-reducing strategies such as stop-loss or stop-limit orders and/or FX OTC Options as set out above

4. This brief statement of risk cannot cover all risks involved in forex trading activities. Signing with initials, Client herewith confirms to have read this risk disclosure

Sign Client	
Place , Date	Sign , client



**Appendix C to the Asset Management Agreement of Mandus Invest SA.
Minimal Content of Monthly Statement:**

Minimal Content of Monthly Statement	
Date	
CHF/EUR/USD	
Initial deposited funds:	
Net Value deposited (after deduction of Opening Management Fee)	
Net Value at the beginning of the month	
All trades executed within the month	
Value of account at the end of the month	
Monthly profit / loss: _____%	
Closing Net Value (if profit, after deduction of profit percentage ^x):	

^x equal to next month net value at the beginning of the month (item 3)
Client acknowledges statement if no written claim is deposited with Company within 10 days after having receipt statement with registered mail. Only