



## ThirdbrainFx Master Service Agreement.



This agreement is made between:

**ThirdBrain SA, En Fontaine Allée 2, 2950, Courgenay, Switzerland,  
Incorporated with number in the canton of Jura, Switzerland.  
CH-550.1.105.775-7 named « ThirdBrain SA »**

AND

\_\_\_\_\_  
(Name / Name of the company)

\_\_\_\_\_  
(ADRESS / ADRESS of registration of the company)

\_\_\_\_\_  
(Country of Residence / Country of incorporation)

\_\_\_\_\_  
(Passport Number / Number of incorporation)

Named "the client".

### 1. Subject of the agreement

This agreement state on the forex service provided by ThirdBrain SA to the client for financial advice (named Guided Account) or Managed account and/or xStation access for manual trading.



A Guided Account is a trading account hold by the client which follow some rules given by ThirdBrain SA but the client keep the control of his entire account doing by himself all the necessary operations.

A Financial advice is all paid coaching lessons that could give ThirdBrainFx's customer care team.

A Managed account is an account managed by ThirdBrainFx customer care team directly.

An xStation Manual access is allowed by ThirdBrain SA to a qualified investors who want to use our(s) tools to perform action on the account opened with ThirdBrain SA

ThirdBrain SA don't act for the client and don't manage his account for Guided account and advice services.

Please see the chapter for "managed account" for the conditions related to the managed account and "manual trading" for the conditions related to "manual trading".

This agreement gives to the client the right to access to the premium zone of ThirdBrainFx.

The client will pay performances fees as mentioned in the chapter "performances fees" or all others fees mentioned in the website related to the advice or services related.

Please refer to any chapter in concordance with the service you apply for.

## 2. xStation Access

ThirdBrain SA give access to qualified investors to its tool: "xStation" where manual trading is allowed under conditions. This access is only given to qualified investors. The client need to know what is the meaning of "qualified investors" under the Swiss law. All corporation are considered as qualified investors but individuals need to check their personal status on this point before to sign this contract.

## 3. ThirdBrain SA's obligation for guided account

ThirdBrain SA provide to the client 1 (one) time per week/month a portfolio composed with the strategies present on the premium zone of ThirdBrainFx after a discussion with the client where the client express his risk tolerance and his goal. This portfolio is a complete portfolio with the size of lots etc.

This portfolio is named "**Portfolio Reference**".

This statement need also to have one important data:

The maximum of lose accepted by the client (for example 1'000 USD, 2'000 USD etc.).



This data is named "***The Agreement Stop Level***".

This portfolio is updated every month with the client and is send by email to him.

#### **4. Client's obligation for guided account or related to financial advice.**

The client can use ThirdBrain SA's brokerage tools inside the conditions of the contract to apply the financial advice giving by ThirdBrain SA's team.

The client have NO obligation to follow the financial advice given by ThirdBrain SA.

#### **5. Performances fees for managed account**

The client need to pay each month a performance fee to ThirdBrain SA by bank wire, PayPal or any other method given by ThirdBrain SA. The fees are computed in the currency of the trading's account.

The parties will agree fees to use ThirdBrain SA's services by mail exchange and this mail exchange states the amount of fees, the client need to pay. Formal approval by client inside a mail's replay is enough to determine the fees and the time the fees apply.

The client states that he understand the point 5. and the way of calculation of fees

#### **6. Advice fees**

Advices fees could be implemented by an agreement between parties.

#### **7. Client's statement for manual trading under xStation.**

The client accessing to the xStation – Manual Trading need to be considered as a **qualified investors** by our company.

***By signing this contract and checking the service "xStation Manual", you swear that you are a qualified investor and renounce to the protection as a retail client under the Swiss Law.***

#### **8. Clients' statement.**

The client recognizes that he understands perfectly what Forex is and understands this sentence right:

***"There is no guarantee that past performance will be indicative of future results. No assurance can be given that the signals of ThirdBrainFx will be profitable or will not be subject to losses. All Clients should understand that the results of a particular period will not necessarily be indicative of results in future***



*periods. You may have done better or worse than the results portrayed”*

The client recognizes too that he understands the performance's fees calculation if fees are taken outside the classic spreads and/or swap.

The client authorize too ThirdBrainSA to use in an anonymous way all the result of the account for commercial purpose. If he disagree, he can contact our support team and we won't use the data.

The client states that he had all the necessary information to sign this agreement and he is aware of the risk of the forex market.

The client states that nobody in the ThirdBrain SA's team push him to make a deposit he did not want by hiding information or giving him bad or false information.

The client states that he made all the necessary checks to ensure that he can handle Forex services without a big risk for him and his wealth.

#### **9. Warranty about result of guided account or managed account or xStation Access**

ThirdBrain SA doesn't have to reach a performance point agreed with the client. The performance wanted by the client or given by ThirdBrain SA is only indicative and can't be seen at an obligation to reach it.

If the client lose money or lose his entire trading account, ThirdBrain SA can't be seen at guilty of this situation and have no responsibility linked to it.

The client declares that he renounces to any demand of refund of the performances fees already paid and/or refund of any nature corresponding to his deposit.

#### **10. Special conditions for managed account**

The client need to give any update given by third party that could impact the daily management of his account as change of password, login or other element which are important for daily management tasks on his account.

#### **11 Qualified investor status**

The client recognize that he will have the status of “**qualified investor**” described inside the Swiss Federal Collective Investment Schemes Act if he trades with xStation using the manual access.



## 12 General consideration for Trading

The client need to consider the law of its own country of citizenship and residence and act considering this law before to make any agreement with us or trade instrument or with method which could be forbidden for him.

We also warn the client that he need to be compliant to tax matter in its own country of citizenship and/or residence.

ThirdBrain SA cannot be hold as responsible of any complains related to this point.

If client breaks the law of its residence country or citizenship's country, this agreement is considered as NULL and ThirdBrain SA don't have any further obligation to the client.

Any attempt to break law of Switzerland by using method not allowed in Switzerland will automatically block the trading account.

## 13 Bank Wire Data to Fund your Trading account.

All fund need to be wire to this bank account by default in USD:

**Currency: USD**

**Beneficiary: ThirdBrain SA**

**Account Number: 243-122010.60F**

**IBAN : CH 26 0024 3243 1220 1060 F**

**BIC : UBSWCHZH80A**

**Name of the Bank : UBS SA**

**Address of the Bank : Place saint-françois, 16, Lausanne,1003, Switzerland**

**Comment : <your live account number> or your name only.**

**You can wire in any currency but a conversion will be hold in USD and **your account will be funded in USD only**.** The cost of the conversion will be at your charge.

In the comment during the wire, please put your **ACCOUNT NUMBER** (if you have one) or **your NAME** if you have only one account.

When you made the wire, just warn our staff at [support@thirdbrain.ch](mailto:support@thirdbrain.ch). We will follow then the wire and activate the sum on your account as soon as possible.

If you want to wire in EUR or CHF , it's possible too

**For CHF account, replace the IBAN and BIC by following details :**

Account number: 243 -122010.01X

IBAN: CH51 0024 3243 1220 1001 X



BIC: UBSWCHZH80A

**For EUR account, replace the IBAN and BIC by following details :**

Account number: 243 -122010.61T

IBAN: CH52 0024 3243 1220 1061 T

BIC: UBSWCHZH80A

The process to fund the account take in the majority of the case from 3 working days to 7 working days.

## 14 Margin Requirement

The client with account in USD (see additional margin table for other currencies) need to understand and read carefully the margin policy we have.

Margin collected at opening transaction referred to the financial instruments listed in item 1 (values expressed as % of the nominal value of opened positions)	Margin collected at opening transaction referred to the financial instruments listed in item 2 (values expressed as % of the value of opened positions)	Margin collected at opening transaction referred to the financial instruments listed in item 3 (values expressed as % of the value of opened positions)	Margin collected at opening transaction referred to the financial instruments listed in item 4 (values expressed as % of the value of opened positions)	Margin collected at opening transaction referred to the financial instruments listed in item 5 (values expressed as % of the value of opened positions)	Margin collected at opening transaction referred to the financial instruments listed in item 7 (values expressed as % of the value of opened positions)	Margin collected at opening transaction referred to the financial instruments listed in item 8 (values expressed as % of the value of opened positions)
1.00%	1.50%	2.00%	3.00%	10.00%	15.00%	25,00%

\* the change of the leverage results in recalculating the margin level on opened positions in accordance with new rates

Comments:

- Financial instruments should be recognized as currency financial instruments, instruments based on interest rates: TNOTE, BUND10Y, SCHATZZY, as well as instruments which price is based on market value of troy ounce of gold: GOLDS, or XAUUSD, and troy ounce of silver: XAGUSD
- Margin collected at opening transactions referred to the following instruments: US30, US100, US500, UK100, DE30, FRA40, EU50, SPA35, ITA 40,
- Margin collected at opening transactions referred to the following instruments: CZKCASH, US2000, VOLX, SUI20, RUS50, HUNComp, BRACComp, MEXComp, JAP225, HKComp, CHNComp KOS200, INDIA50, AUS200,
- Margin collected at opening transactions referred to the following instruments: W.20, SILVERs, PLATINUM, COPPER, ALUMINUM, ZINC, NICKEL, OILs, OIL.WTI, NATGAS, CORN, SOYBEAN, WHEAT, SUGARS, COTTONS, COFFEE, EMISS.
- Margin collected at opening transactions referred to the following instruments: UCG.IT, ISP.IT, BNP.FR, GLE.FR, DBK.DE, DAL.DE, CS.FR, MT.FR, SU.FR, CBK.DE, RNO.FR, ACA.FR, SGO.FR, CON.DE, IFX.DE, LXS.DE, HEN3.DE, BKT.ES, BARC.UK, ARM.UK, BRBY.UK, ITV.UK, RR.UK, ITRK.UK, RIO.UK, STAN.UK, LGEN.UK, OML.UK, PRU.UK, BP.UK, BLT.UK, AMD.US, AA.US, SNDK.US, GT.US, VLO.US, ETFC.US, FCX.US, STX.US, RF.US, XRX.US, HAL.US, BAC.US, CAT.US, TIF.US, C.US, MAR.US, NDAQ.US, DPS.US, GS.US, SBUX.US, AIG.US, MS.US, AON.US, STT.US, HOG.US, NTRS.US, JPM.US, NWSA.US, SLB.US, CMCSA.US, MCO.US, USB.US, BK.US, AXP.US, WFC.US, ENI.IT, ENEL.IT, SANI.ES, TEF1.ES, G.IT, FP.FR, SAN.FR, BBVA.ES, BAS.DE, SIE.DE, ALV.DE, BAY.DE, EAD.FR, VOW.DE, SAP.DE, MC.FR, DTE.DE, VIV.FR, ORA.PL, GSZ.FR, EOAN.DE, ITX.ES, BN.FR, BMW.DE, DG.FR, DPW.DE, IBE1.ES, OR.FR, RWE.DE, MUV2.DE, REP1.ES, CA.FR, AL.FR, ML.FR, RI.FR, PUB.FR, ADS.DE, SOF.DE, ATL.IT, LIN.DE, CABK.ES, AMS.ES, TKA.DE, SRG.IT, LUX.IT, TEN.IT, SAB.ES, FRE.DE, HEI.DE, SPM.IT, FER.ES, FME.DE, ABE.ES, ENG.ES, GAS.ES, REE.ES, MRK.DE, DB1.DE, MAP.ES, UBI.IT, MB.IT, STMT.IT, GRF.ES, ACS.ES, US.IT, TRN.IT, FNC.IT, KQH.PL, PEO.PL, PZU.PL, PKO.PL, FSA.IT, VIAB.US, RRS.UK, IAG.UK, MRW.UK, IAG.UK, SBRY.UK, GFS.UK, SVT.UK, AAL.UK, SHP.UK, BLND.UK, GKN.UK, TLV.UK, MKS.UK, SSE.UK, WTB.UK, CNA.UK, BSY.UK, TSCO.UK, NXT.US, LKX.US, BRCM.US, AAPL.US, WU.US, GPS.US, RL.US, BIDU.US, SYMC.US, F.US, AMAT.US, EBAY.US, RB.UK, BATS.UK, GSK.UK, SAB.UK, HSB.UK, ABF.UK, ULVR.UK, RDSB.UK, RDSA.UK, ETF.Biot.US, YHOO.US, CTXS.US, LKX.US, BRCM.US, AAPL.US, WU.US, GPS.US, RL.US, BIDU.US, SYMC.US, F.US, AMAT.US, EBAY.US, BBBY.US, CSCO.US, HPQ.US, ADBE.US, FDX.US, CPB.US, TEVA.US, AMZN.US, INTC.US, BA.US, MSI.US, QCOM.US, GOOG.US, MA.US, TXN.US, VZ.US, CME.US, MSFT.US, K.US, TWX.US, MCD.US, BMY.US, T.US, IBM.US, MRK.US, KMB.US, NKE.US, EL.US, AMGN.US, DIS.US, MMM.US, PFE.US, COP.US, ORCL.US, GE.US, HSY.US, KO.US, UPS.US, PM.US, CL.US, PEP.US, CVX.US, PG.US, XOM.US, INJ.US, WMT.US, Bmps.IT, DBC.US, SHY.US, USO.US, EWT.US, BND.US, JNK.US, SLV.US, VEA.US, UNG.US, OIH.US, XLB.US, XLP.US, HYG.US, EWJ.US, XLV.US, XLI.US, XLU.US, XLF.US, VXX.US, XLE.US, EFA.US, TLT.US, EEM.US.
- In case of the accounts, in reference to which there is justified suspicion that they are managed by one person or the group of the persons connected with each other, then the balances of such accounts are added and the Margin for all such accounts is established at the same level in accordance with the table above
- Margin collected at opening transactions referred to the following instruments: TWTR.US, CEZ1.CZ, EDP.PT, KOMB.CZ, JMT.PT, POP.ES, BKIA.ES, E1.FR, TPE.PL, SON.PT, EDF.FR, CAP.FR, ALO.FR, VIE.FR, AC.FR, PSM.DE, BEI.DE, MEQ.DE, MS.IT, IAG.ES, EGPM.IT, ORA.PL, PCN.PL, ACP.PL, FCC.ES, BME.ES, GAM.ES, ELE.ES, ACXI.ES, TLS.ES, IDR.ES, PRY.IT, EBR.ES, AZM.IT, MED.IT, PKN.PL, PGE.PL, TOD.IT, GTK.IT, CPR.IT, YOOX.IT, BZU.IT, AGL.IT, PLT.IT, EUR.PL, OPL.PL, WDF.IT, SRP.UK, ADM.UK, TATE.UK, HMS.UK, BAB.UK, RIMM.US, BES.PT, PTC.PT, GALP.IT, ALU.FR, RBAG.CZ, SPTT.CZ, UG.FR, TEC.FR, LG.FR, SAF.FR, KER.FR, ENFR, LR.FR, CEZ.PL, ALR.PL, VK.FR, MIL.PL, SOLB.FR, SYV.ES, MBK.PL, BP.IT, DIA.ES, ANA.ES, JAZ.ES, TRE.ES, JSW.PL, MTS.ES, OHLES, LWB.PL, EXO.IT, VIS.ES, ENA.PL, BPE.IT, CCC.PL, BZW.PL, LPP.PL, ING.PL, MBK.PL, IPG.IT, ZON.PT, ADM.UK, FRES.UK, BNZL.UK, ANF.US, RSH.US, ERTS.US, SHLD.US, SOM.US, LFL.US, ENI.US, GILD.US, BMPS.IT, MONC.IT, EWI.US, ITB.US, EWG.US, EWY.US, EWW.US, RSX.US, XRT.US, XHB.US, VNQ.US, XLK.US, XOP.US, XLY.US, VVO.US, FXI.US, IYR.US, GLD.US.
- Margin collected at opening transactions referred to the following instruments: GTO.FR, UL.FR, SEN.PL, GTN.PL, TVN.PL, LTS.PL, EDPR.PT, STM.FR, EGL.PT, GTC.PL, IPX.PL, BHW.PL, SEV.FR, AMC.PL, SNS.PL, ALTR.PT, ITG.PL, SNC.PT, ATT.PL, MAN.DE, TABAK.CZ, ETF.Bank.EU, KER.PL, NWR.CZ, UNIP.CZ, CPS.PL, ETF.Tele.EU, ETF.Oil.EU, STS.IT, DIA.IT, KAZ.UK, NET.PL, CETV.CZ, VIG.CZ, PEGAS.CZ, FORTUNA.CZ, MDVN.US, ICPT.US, IPR.PT, EPI.US, TBT.US, EWZ.US, GD.XUS

**Client need to maintain a margin superior to 30% in his account at any moment. If a margin is below 30%, we strongly advice the client to fund his account to maintain a margin superior to 30% and we will warn the client with an email.**

**If the margin is below 10%, ThirdBrain SA have the right to block the account until the necessary fund will be wired to the account. We will warn the client by phone and email for.**

**If free margin is negative, ThirdBrain SA will block the account and contact immediately the client and ask him to recover the margin as fast as possible. The**



position responsible of this low margin will be automatically close by ThirdBrain SA without noticing the client.

### **15 Spread, Commissions, Swap and all other fees applied to the trading account**

ThirdBrain SA has the rights to change all the spreads, commissions and other fees applied to the account at any time without notice the client. By signing this agreement, the client recognize that he allow ThirdBrain SA to perform such action without noticing him and he renounces to any complains link to this action.

The price showed inside the trading's tool are floating or fix price but are directly link to ThirdBrain SA operating business and are the exclusive decision of the company's management.

### **16 Equity of the account**

All account reaching 0 in equity will be blocked and all fees who will be produced by the account after or during the block period will be frozen. The account is only blocked. After a new deposit, the account will be unblock.

### **17 Privacy's right of the client**

.All exchange between client and ThirdBrain SA are strictly confidential and remains.

### **18 Bank fees for wire and withdraw funds**

ThirdBrain SA can apply fees to transfer funds and withdraw funds depending on the client's bank and amount transferred.

In case of deposit with another currency than the client's currency trading account, additional fees will be applied on the account with policy of the 2 banks considered.

This fees will be applied to the trading account of the client or the sum you will received in your bank account.

Client has the right to wire funds and withdraw fund when he wants to.

### **19 Compliance obligation from ThirdBrain SA**

ThirdBrain SA has the right to refuse any fund transfer that is not compliant for its own AML procedure, it's why we ask to open a live account BEFORE to do a wire.

We also warn the client that ThirdBrain SA need to comply with **FATCA** disposition for all account.





## 20 Beneficial owner chapter.

The client states that is the **ONLY** beneficial owner of the trading account. **If it's not the case, please provide the following data for others beneficial owners:**

- Name, Surname, Address, Date of birth, Citizenship, Country of residence, link to the client (son, friends.. ..), phone and email.

---

---

---

---

---

---

---

If the list of beneficial owner change, you can update it later by sending an email to [support@thirdbrain.ch](mailto:support@thirdbrain.ch)

## 21 Compliance with tax administration of country of residence or country of citizenship

The client states that he is not opening this trading account to escape laws from his residence's country or citizenship's country (if it apply) and he had/have/will comply with all laws of this countries.

## 22 End of the agreement

This agreement end when one of the parties wants to end it.

This agreement end when the **Agreement Stop Level** is reached for Guided Account or Managed Account.

There is no delay to end this agreement. One mail from ThirdBrain SA or The client can't immediately end the agreement without any penalties for anybody.

All the fees of the month of the end of the agreement need to be paid by the client to ThirdBrain SA except when the **Agreement Stop Level** is reached during this month for Guided or Managed Account





**The client states he perfectly understand all the content of this present contract, with no doubt, and sign with the date of the agreement:**

(Date, Location, Signature)

---

---

---

Files to provide with the contract:

1 - please do a color scan of your passport ID and send it with the contract to support@thirdbrain.ch or arrange a skype call with webcam with our support team. Be sure to have your passport with you during the call because we will ask you to show us it with you.

2 – We could ask additional document like proof of address then you can send it too with it even if it's not mandatory