



Contract

合同书

Private Investment Management And Risk Disclosure Agreement

Maxim Capital Ltd (“MCL”), a limited liability company (“Fund Manager”), agrees to manage investments for _____ (“Client”), on the following terms:

SCHEDULE ONE

(Packages offered by the Fund Manager)

<i>ITEM</i>	<i>PACKAGE Gold</i>	<i>PACKAGE Platinum</i>	<i>PACKAGE VIP</i>	<i>PACKAGE VVIP</i>
Lock-in Term	18 Months	18 Months	18 Months	18 Months
Lock-in Amount from Capital	100%	100%	100%	100%
Capital Shortfall Refund	Yes	Yes	Yes	Yes
Deposit Amount	USD5,000	USD10,000	USD20,000	USD30,000 – USD100,000
Performance Return Up To	5%	6%	7%	8%

SCHEDULE TWO

1. Appointment of Services

You appoint the Fund Manager to manage an investment portfolio for you effective upon signing this agreement. For this purpose, you are opening with the Fund Manager a discretionary advisory account ID: _____ with an initial fund of US\$ _____.

2. Services Offered

The Fund Manager will make all decisions to buy, sell or hold securities, cash or other investments for your account at their sole discretion and without the need to consult you first. Such securities may include, but are not limited to, currency exchange, commodities, precious metals and stocks. You give the Fund Manager full power and authority to carry out these decisions by giving instructions, on your behalf, to brokers and dealers and the Custodian for your account. You also authorize the Fund Manager to provide a copy of this agreement to any broker or dealer with or through which transactions for your account are to be effected as evidence of their authority under this agreement.

3. Initial Investment Amount and Top Ups

Client agrees to place funds in United States Dollars, in the Gold Package, Platinum Package, VIP Package or VVIP Package as in Schedule 1 for the Fund Manager to start trading. The funds and all future top-ups to the account will all be allocated to the "Balance" of the Client's account. All profits realized are credited into the "Balance" of the Client's account and can only be withdrawn on the first working week of the month provided that the "Balance" in the Client's account is more than the initial invested fund.

Top-ups of the account are ALLOWED UP TO the initial invested amount, the total amount in "Balance" should not exceed the initial invested amount.

4. Fund Management Cost

A Fund Management Cost of 10% of the Initial Investment Amount will be charged to all clients. This charge is a one-time charge only, at the beginning of this contract and must be remitted to the Fund Manager together with the Initial Investment Amount. The Fund Management Cost is necessary to cover various direct and indirect expenses of the Fund Manager throughout the period of managing the investment.

5. Performance Returns

The Performance Returns is measured based on the most up-to-date "Balance" of the Client's account and the Performance Returns shall only be credited to the Client's "Balance" on a monthly basis. The Performance Returns is paid based on the most up-to-date "Balance" up to a maximum amount of the initial fund invested only. Any amount more than the initial fund invested will not be taken into account. If the "Balance" is zero, there will be no Performance Return for the Client's account.

6. Payment of Performance Returns

For clients who are entitled to the Performance Returns, the Performance Returns shall be credited every month into the "Balance" of the Client's Account based on the clients' date of investment. e.g.. If the Client joins on the 11th of July, with a capital of USD5,000, the Performance Returns of 5% will be measured based on the most-up-to-date balance on the 11th of the following month in August. The Performance Returns will be credited into the Clients' Account after 3 working days. If the Client joins during the 21st of November, with a capital of USD100,000, the Performance Returns of 8% will be measured based on the most-up-to-date balance on the 21st of the following month in December. The Performance Returns will be credited into the Clients' Account after 3 working days.

7. Time Period of this Agreement

The Client may only terminate this agreement after 18 (eighteen) months from the date of funding or this agreement, whichever comes last. Termination of this agreement will not affect (a) the validity of any action previously taken by us under this agreement, (b) liabilities or obligations of you or us from transactions initiated before termination of this agreement, or (c) your obligation to pay our advisory fees (pro-rated through the date of termination). On the termination of this agreement, we will have no obligation to recommend or take any action with regard to the securities, cash or other investments in your account. In the event that the Client wishes to terminate this agreement before the end of 18 months, all "Balance" in the Client's account shall be forfeited. After 18 months, the Client may withdraw any amount left in the "Balance" account at any time that they desire.

8. Contract Maturity

30 days before completion of the tenure of 18 (eighteen) months of this agreement, the Client will receive a Notification of Contract Maturity. Client must acknowledge receipt of this notification and thereafter indicate whether they would like to renew their Contract for another 18 months or allow contract to mature without renewal and thereafter to withdraw all available balances(Thereby forfeiting all other bonuses and commissions).In the event that no instructions are received from client, the company will Automatically Renew existing contract for another 18 months.

9. Capital Protection

Upon completion of the time duration of 18 (eighteen) months of this agreement, the Client is given a Capital Protection on his/her initial capital investment. Should there be any losses made on the Client's initial capital investment within this 18 (eighteen) months period, the Advisor shall compensate to the Client the full initial capital invested. However, within the 18 months period of this agreement, the Client cannot manually trade or make any open orders in the Metatrader4 Platform that may in any way affect the investment results of the Advisor. If the Client has made any action that affects the investment results of the Advisor, there shall be no Capital Protection provided to the Client.

10. Confidentiality

Except as agreed by you – the "client" or as required by law, the Fund Manager will keep confidential all information concerning your identity, financial affairs or investments.

11. Legal Actions

The Fund Manager will not advise you or act for you in any legal proceedings, including bankruptcies or class action suits, involving securities held for your account or the issuers of those securities.

12. Proxy Voting

The Fund Manager will not vote proxies for securities held in the account. All proxies and shareholder communications relating to securities held in your account will normally be delivered to the address of record on the account, which normally will be your address. If you have any questions regarding any shareholder communications the Fund Manager will be available to answer your questions and assist you in your vote, if you so desire.

13. Your Authority to Hire the Fund Manager

By signing this agreement, you represent to the Fund Manager that you have the legal authority and capacity to hire them to manage the assets in your account.

14. Beneficiary clause

Upon your demise, this agreement, its rights and ownership will be transferred to your named beneficiary who must be a member of your immediate family or next of kin. Please make sure that you do your nomination no less than 30 days after signing this agreement. We will allow change of a Beneficiary's name at any time for a nominal fee of \$100.

15. Notices

You may send notices or other information to the Fund Manager in person, by mail, overnight courier or facsimile transmission at the address shown at the end of this agreement or another address they give you in writing. The Fund Manager will send reports and notices to you in person, by mail or overnight courier or by facsimile transmission to the address shown at the end of this agreement or another address that you give them in writing. Any notice or information sent by mail will be deemed delivered and accepted, three business days after deposited in the mail with appropriate postage. Notices and information sent by overnight courier, hand delivery or facsimile transmission will be deemed given when delivered or received.

16. Miscellaneous

If any provision of this agreement is or becomes inconsistent with any applicable law or rule, the provision will be deemed rescinded or modified to comply with such law or rule. In all other respects this agreement will continue in full force and effect. No term of this agreement may be waived or changed except in writing signed by both you and the Fund Manager. Failure to insist on strict compliance with this agreement or with any of its terms or any continued conduct will not be considered a waiver by either you or the Fund Manager of their rights under the agreement. This agreement contains the entire understanding between you and the Fund Manager.

17. Amendments

The Fund Manager has the right to amend this agreement by modifying or rescinding any of its provisions or by adding new provisions. Any amendment by the Fund Manager of this agreement will be effective 7 days after they have notified you in writing of the change, or at a later date established by them.

18. Origin of Funds

The client (herein after referred to as "client") declares a complete perusal of the Maxim Trader website at www.maximtrader.com and in particular, has seen and agrees with the therein stated words... "Due to anti-money laundering regulations we CANNOT ACCEPT cash deposits or bank transfers made by third parties. We will make NO EXCEPTION from this rule. YOU WILL BE CHARGED all banking and administrative costs to return any such payment." Therefore, the client not only herein declares that the origin of the client investment are from a legitimate means, origin and source; but in the event, that it be found that the origin of funds are from an illegitimate source, as defined under Money laundering legislation or funds subject to a New Zealand Court Order, or any illegal purpose or origin whatsoever, the client herein wholeheartedly and irrevocably indemnifies the adviser from any responsibility whatsoever.

*SIGNATURE

Customer represents that all information on the foregoing account application is true and correct, and agrees to notify MCL of any material changes in writing. MCL reserves the right, but has no duty, to verify the accuracy of information provided, and to contact such bankers, brokers and others as it deems necessary. By signing below, you are providing 'written instructions' to MCL under the Fair Credit Reporting Act authorizing MCL to obtain information from your personal credit profile or other information from Experian and other third parties (including other credit reporting entities). You authorize MCL to obtain such information solely to confirm your identity and to avoid fraudulent transactions in your name.

AGREED AND AUTHORIZED THIS _____ DAY OF , _____ YEAR _____ .

Primary Customer Signature :

Primary Customer Name:

Maxim Capital Ltd Authorisation:

Signature :

Name: Dr Andrew Lim (CEO)

私人投资管理与风险披露协议

马胜金融集团（“MCL”）是一家有限责任公司（“基金经理”），兹同意根据下列条款为
_____（“客户”）进行投资管理：

附件一

《基金经理推荐的配套方案》

项目	黄金版	白金版	贵宾版	超级贵宾版
锁定期限	18个月	18个月	18个月	18个月
锁定资金	100%	100%	100%	100%
差额返还	是	是	是	是
存入金额	5,000美元	10,000美元	20,000美元	30,000美元 — 100,000美元
最高收益率	5%/月	6%/月	7%/月	8%/月

附件二

1. 委托服务

你方为管理投资组合，自本合同签订之日起，对马胜金融集团（以下简称“基金经理”）的委托生效。鉴于此，你方需与基金经理开设全权委托账户，账号：_____，初始资本：_____美元。

2. 服务内容

基金经理有权自行决定在你方账下购买、出售或持有证券、现金等其他投资项目，无需事先协商。证券投资包括但不限于外汇兑换、商品期货、贵金属和证券等。你方需通过向经纪人、交易商和托管人做出说明，赋予基金经理在你方账下完全的权利和职权或代表你方执行上述决议。你方也可以授权基金经理向经纪人、交易商提供本协议副本，证明在你方账下该协议授权与或通过经纪人、交易商交易的有效性。

3. 初始投资金额及交易账户充值

客户同意按安排一中所列普通版、黄金版、白金版、贵宾版、超级贵宾版以美元的形式向基金经理委托资金开始交易。账户中所有基金和后续费用将被分配到客户账户余额中。如果客户账户余额高于投入的初始资本，所得利润将被转入客户账户余额且利润款项只能在当月第一个工作周提取。

交易账户充值额度最高可为初始资本额度，且充值完成之后交易账户余额不得多于初始资本额度。

4. 基金管理费用

所有客户需支付初始投资金额的10%作为基金管理费用。该基金管理费用为单次性收费，且必须与初始投资金额一起汇出。该基金管理费用用于支付基金经理在基金管理期间所有直接或间接性的费用。

5. 绩效收益

绩效收益的计算基于最新的客户账户余额且每月只划入于客户余额中。绩效收益按余额支付，最大额度为投入的初始资本，任何超过该金额的额度不予考虑。如果余额为零，客户账户中不会有绩效收益。

6. 收益支付

对于有权获得绩效收益的客户，绩效收益将会依据客户的投资日期于每月划入客户账户中。例如，如果客户在7月11日投资5000美元，将在随后的8月11日按照最新的余额计算绩效收益，收益率为5%，并于3个工作日后划入客户账户。如果客户在11月21日投入100000美元，将在随后的12月21日按照最新的余额计算绩效收益，收益率为8%，并于3个工作日后划入客户账户。

7. 协议期限

在投资或签订本协议18个月之内（以发生时间最晚者为准）客户不得终止本协议。协议的终止不影响：(a)协议终止前本协议项下基金经理行为的有效性；(b)协议终止前你方或基金经理进行交易的责任或义务；(c)你方向基金经理支付顾问费用的义务（终止日前确定的费率）。自协议终止之日起，基金经理将不再对你方账下的证券、现金及其他投资项目进行推荐或采取相关措施。如果客户希望于18个月之前终止协议，账户中任何余额将被扣留。18个月之后，客户可自愿随时提取账户余额中的任何款项。

8. 合同到期

本协议期限为18（十八）个月，在到期前30天内客户将收到协议到期通知。客户需收悉本通知并确定是否续约18个月或等待合同到期后支取所有余额不再续约（将自动放弃所有其他奖金与佣金）。如果公司没有收到客户说明，合同将自动延期18个月。

9. 资金保护

本协议18（十八）个月协议期结束时，客户的初始资本将会受到保护。如在18（十八）个月的协议期内客户初始资本出现损失，顾问方应赔偿全部投入初始资本。但是，在合同期18个月内，客户不得在MetaTrader 4交易平台人为进行可能对顾问方的投资结果产生影响的交易或是开放订单。如果客户有影响顾问方投资结果的任何行为，客户不再享有资金保护服务。

10.保密工作

除你方（客户方）同意或按法律规定外，基金经理将对你方身份、财务或投资项目等有关信息予以保密。

11.诉讼

基金经理不会在涉及你方账户的证券或是该证券发行人的任何法律程序中为你方提供顾问服务或代表你方出庭，包括破产程序或集体诉讼。

12.代理投票

基金经理不会为账户中的证券代理投票。所有涉及你方账户证券的代理和股东通信将按照账户地址寄出，通常是你方地址。如果你方对股东通信有任何疑问，基金经理将随时进行解答并协助您进行投票，如果你方需要。

13.你方对雇佣基金经理的授权

通过签署本协议确认你方有法定权力和能力雇佣基金经理管理账户资产。

14.死亡

你方死亡、致残或丧失行为能力等情形将,该合同所有权及所享权益将会转移给您提名的受益人所有。请在签署该合同之后30内之内提交您的受益人资料。你方可以随时更改受益人姓名，收取费用为100美金。

15.通知

你方可以按本协议尾部所注明的地址或基金经理书面呈现的其他地址亲自或通过邮寄、快递、传真等形式向基金经理发送通知或其他信息。基金经理可以按本协议尾部所注明的地址或你方书面呈现的其他地址亲自或通过邮寄、快递、传真等形式向你方发送通知或其他信息。任何通过邮件发送的通知或信息在经支付合理邮费后的三个工作日后视为发出且接受。隔夜快递、专人递送或传真方式发送的通知或信息在被发出或接收后视为已通知。

16.其他

本协议中的条款与法律法规不一致的，应视为撤销或修改本协议以符合相关法律或法规，其他未涉及的条款仍具有完全的效力。除有你方和基金经理签字的书面文件外，本协议的任何条款不得删除或修改。未能严格遵守本协议或其中任何一条款或任何后续行为不得视为你方或基金经理放弃协议中所规定的权利。本协议的签订基于你方和基金经理之间的完全理解。

17.修订

基金经理有权对本协议的任何条款进行修改或撤销以及添加新的条款。基金经理对本协议所做出的任何修改将于书面通知你方30天后或基金经理确定的其他更晚的时间生效。

18.基金来源

客户（以下简称“客户”）声明已经熟读马胜交易员网站的内容www.maximtrader.com，特别是已经看到并同意其中内容.....“鉴于反洗钱法规，我们不能接受第三方的现金存款或银行转账。我们不会违反此规则，无一例外。在偿还任何该等付款时，我们将收取所有银行和管理成本。”因此，客户在此声明，不仅客户投资的获得渠道、来源和源头合法，而且如果发现基金来源非法（如反洗钱法定义的）、基金须遵守马瑞瓦法院命令或任何违法目的或来源，则客户全心全意并不可撤销的赔偿顾问由此产生的任何责任，并承认顾问的实际行为无辜且无违规的主观意识。



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Email: support@maximtrader.com

签名

客户阐明上述账户申请上的所有信息是真实的，正确的，并同意如有任何重大改变书面通知MCL。MCL有权但没有义务核实所提供的信息的准确性，如其认为有必要，可与银行、经纪人以及其他联系。在下面签字后，你方根据公平信用报告法向MCL提供“书面说明”，授权MCL从你方信用档案以及Experian（益百利）和其他第三方（包括其他信用报告公司）获取你方信息。你方仅授权MCL获取这类信息以确认你方身份，避免以你方名义进行交易欺诈。

于_____年_____月_____日同意并授权

主要客户签名: _____

主要客户姓名: _____

马胜金融集团授权：

签名:  _____

姓名: Andrew Lim博士 (CEO 首席执行官) _____



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