

## **PRIVATE INVESTMENT MANAGEMENT AGREEMENT**

Maxim Capital Ltd, a limited liability company (“Adviser”), agrees to manage investments for \_\_\_\_\_ (“Client”) on the following terms:

### **SCHEDULE ONE**

*(Packages Introduced by the Introductory Broker)*

<b><i>NO</i></b>	<b><i>ITEM</i></b>	<b><i>PACKAGE Basic</i></b>	<b><i>PACKAGE Gold</i></b>	<b><i>PACKAGE Platinum</i></b>	<b><i>PACKAGE VIP</i></b>	<b><i>PACKAGE VVIP</i></b>
1	Lock-in Term	18 Months	18 Months	18 Months	18 Months	18 Months
2	Lock-in Amount from Capital	100%	100%	100%	100%	100%
3	Capital Shortfall Refund	Yes	Yes	Yes	Yes	Yes
4	Deposit Amount	USD1,000	USD5,000	USD10,000	USD20,000	USD30,000 – USD100,000
5	Performance Return	3 %	5%	6%	7%	8%

*This Schedule shall form an integral part of this Agreement.*

.....  
 MAXIM CAPITAL LIMITED

.....  
 Client

### **SCHEDULE TWO**

MAXIM CAPITAL LIMITED  
 Email: managedfund@maximtrader.com

### **1. Appointment of Services**

You appoint the Adviser to manage an investment portfolio for you effective upon signing this agreement. For this purpose, you are opening with the Adviser a discretionary advisory account ID: \_\_\_\_\_

### **2. Services Offered**

The Adviser will make all decisions to buy, sell or hold securities, cash or other investments for your account in their sole discretion and without first consulting you. Such securities may include, but are not limited to, currency exchange, commodities, precious metals, stocks. You give the Adviser 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 Adviser 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.

You will let the Adviser know in writing if you want to change any instructions. You will also let the Adviser know if your financial circumstances or investment objectives change in a way that should cause them to change how they are managing your account. Changes to the investment objectives or any instructions, as to which changes you and the Adviser have agreed in writing, will be considered and is within the discretionary of the Adviser to make the changes.

### **3. Client's Responsibilities**

Client recognizes that the value and usefulness of the advisory services of the Adviser will be dependent upon information that he/she provides and upon his/her active participation in the formulation of investment objectives. Client shall advise Adviser if Client's financial condition or objectives change at any time.

### **4. Performance and Terms of Trading**

Client agrees to fund in United States Dollars to either Package Basic, Package Gold, Package Platinum, Package VIP or Package VVIP in Schedule 1 for the Adviser to start trading. The funds and all future top-ups to the account will all be allocated to the "Balance" of Client's account. All profits realized are debited 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 fund invested.

### **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 debited 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 for. 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 for the Performance Returns, the Performance Returns shall be debited every month into the "Balance" of the Client's Account based on the clients' date of investment. Etc. If the Client joins during 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 debited into the Clients' Account within 2 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 debited into the Clients' Account within 2 working days.

## **7. Time Period of this Agreement**

The Client may only cancel this agreement after 18 (eighteen) months from the date of funding or this agreement, whichever comes last. Cancellation 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 cancellation). On the cancellation 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. Capital Guarantee**

Upon completion of the time duration of 18 (eighteen) months of this agreement, the Client is given a Capital Guarantee 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 Guarantees provided to the Client.

## **9. Refund Policy**

The Client may submit a request to refund the package should the Client finds the Advisor service unsatisfactory. The Refund Period is within 30 days of the joining date. The Refund Amount will be 50% of the initial capital invested and all profits that have been accumulated in the "Balance" during the first 30 (thirty) days will be forfeited.

## **10. Confidentiality**

Except as you otherwise agree or as required by law, the Adviser will keep confidential all information concerning your identity, financial affairs or investments.

## **11. Our Other Services**

The Adviser manage investments for other clients and may give them advice or take actions for them, for their own accounts or for accounts of persons related to them that are different from the advice they give you or actions they take for you. The Adviser is not obligated to buy, sell or recommend for you any security or other investment that they may buy, sell or recommend for any other clients or for their own accounts. Conflicts may arise in the allocation of investment opportunities among accounts that the Adviser advises. The Adviser will seek to allocate investment opportunities believed appropriate for your account and other accounts advised by them among such accounts equitably and consistent with the best interests of all accounts involved. But, there can be no assurance that a particular investment opportunity that comes to the Adviser's attention will be allocated in any particular manner. If the Adviser obtains material, non-public information about a security or its issuer that they may not lawfully use or disclose, they will have no obligation to disclose the information to you or use it for your benefit.

## **12. Legal Actions**

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

## **13. Proxy Voting**

The Adviser **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 Adviser will be available to answer your questions and assist you in your vote, if you so desire.

#### 14. Your Authority to Hire the Adviser

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

#### 15. Your Death

Your death, disability or incompetence will not automatically terminate or change the terms of this agreement. However, your personal representative, guardian, attorney-in-fact or other authorized representative may cancel this agreement by giving written notice to the Adviser.

#### 16. Notices

You may send notices or other information to the Adviser 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 Adviser will send reports and notices to you in person, by mail or overnight courier or by facsimile transmission at 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 given 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.

#### 17. 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 Adviser. 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 Adviser of their rights under the agreement. This agreement contains the entire understanding between you and the Adviser.

#### 18. Amendments

The Adviser has the right to amend this agreement by modifying or rescinding any of its provisions or by adding new provisions. Any amendment by the Adviser of this agreement will be effective 30 days after they have notified you in writing of the change, or at a later date established by them.

By the signatures below, we agree to the terms of this agreement.

#### \*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 \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRIMARY CUSTOMER SIGNATURE

\_\_\_\_\_  
JOINT CUSTOMER SIGNATURE

\_\_\_\_\_  
PRIMARY CUSTOMER NAME

\_\_\_\_\_  
JOINT CUSTOMER NAME