

inMIND CAPITAL TRADING ACCOUNT INVESTMENT AGREEMENT – INDIVIDUAL

THIS AGREEMENT is made on _____ 20__.

BETWEEN

inMIND Capital Limited, a company, yet to be formed but will be incorporated in UK having its registered office at there (hereinafter referred to as the **inMIND Capital**), which expression shall, where the context so admits, include its successors-in-title and assigns of the ONE PART

AND

[_____] , resident
of _____

_____] (hereinafter referred to as the **INVESTOR**), which expression shall, where the context so admits, include its successors-in- title and assigns of the OTHER PART

WHEREAS:

- (A) **inMIND Capital** offers services, including but not limited to the investment of funds in FOREX, CFD and Crypto Investments, based on the algorithmic trading strategy, that was invented by inMIND Capital.
- (B) The **Investor** desires to invest, together with other investors, the deposited sums stated in the investment account opening form for investment in the said asset classes in accordance with the terms and conditions of this Agreement.

NOW IT IS HEREBY MUTUALLY AGREED as follows:

1. DEFINITIONS

“Deposited funds” means the sum(s) deposited by the Investor (as stated on the initial and subsequent Investment Advice presented to the investor, upon clearance of deposited funds).

“Investments” means all the various Investments including, FOREX, CFDs and Crypto investments in accordance with the terms of this Agreement that have been, are being or will be entered into by the Investment Manager for and on account of the investors;

2. BASIC AGREEMENT

- 2.1. The Investor hereby agrees to entrust to inMIND Capital the amount(s) stated in the investment account opening form and all subsequent amounts invested thereafter by the Investor, to be invested together with other investors' funds for the purpose of the Investments specified in this Agreement as defined in "**Investments**" above. Such amount shall be remitted to the Investment Manager upon the signing of this agreement. Account Details are Stated in **Appendix A**
- 2.2. inMIND Capital undertakes to invest the amount entrusted to it by the Investor together with the funds of other investors in accordance with the terms and conditions of this Agreement.
- 2.3. The Investor has independently studied and is satisfied with the Investments. The liability of the Investor is, however, limited to the funds entrusted to the Investment Manager in accordance with this Agreement.
- 2.4. inMIND Capital undertakes to maintain the funds entrusted to it separate from its own assets and away from the claims of its creditors.
5. InMIND Capital will charge a sales fee or management fee of 3.5 % and will not be charged if the investor terminates the contract within 30 days. In that case the generated profit will be deducted from the management fee and the rest will be paid out
6. The profit generated from the Investments will be distributing same on a pro-rata basis to all investors as follows:
 - (i) 65 % of the profit on a pro-rata basis to the Investor;
 - (ii) 35 % of the profit to the Investment company.
7. inMIND Capital shall accrue to the Investor his part of the profit received with respect to the investments made in accordance with this Agreement immediately such payments are received and cleared whether on principal, profit or any other account whatsoever.
8. inMIND Capital shall provide the Investor with a statement of their investment on a regular basis, plus and Webinterface where the investor can check the profit and statements on a daily basis
9. inMIND Capital shall not be liable for any loss of capital invested under this Agreement except it is proven that inMIND Capital breached the conditions of this Agreement either through gross misconduct or is proven to be negligent in keeping or managing the said capital.
10. The **MAX RISK** of loss is set at **10% of initial investment** capital. In case inMIND Capital exceeds that level, inMIND Capital will take a full recovery for all losses that exceeded that 10% level. By reaching the max loss level, a full report about the trades and a meeting with the investors has to be conducted before continuing with the trading. The investor will get the chance to terminate the contract in such a case and the management fee of 3.5% will be refunded.
11. This Agreement shall commence on from the day of receiving the funds till mutually agreed to be finished.
12. The taxation of profits from the investment is the obligation of the investor himself and inMIND Capital will only provide a balance sheet for further processing.

3. REPRESENTATIONS AND WARRANTIES:

- 3.1. inMIND Capital hereby warrants that it is working on forming a duly formed and validly existing company with Corporate and legal power to conduct the business of investment and perform its obligations hereunder, as soon as it is possible, and give regular feedback of the progress

- 3.2. Once the company formation is finished in UK the funds will be transferred to a valid Broker account under management, and a new agreement will be signed
- 3.3. The **Investor** irrevocably warrants that the funds invested in inMIND Capital are legitimate funds with and of no criminal origin.

4. **RELEVANCE OF THIS AGREEMENT:**

- 4.1. No waiver or amendment to this Agreement shall be binding upon the Investment Manager and the Investor unless it is in writing and duly executed by them.
- 4.2. No term shall survive at the expiry or termination of this Agreement unless expressly provided.
- 4.3. No delay or failure by either party to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them, nor will any single or partial exercise of any such powers, rights or remedies preclude any other or future exercise of them.

5. **DURATION & PAYMENTS:**

- 5.1. This Agreement shall come into force upon the parties hereto executing these presents and will remain in force until its termination as a result of breach of any of its covenants, if same was not rectified within seven days of receipt of notice of breach in writing or on the determination and redemption of all the Investments made on behalf of the Investor.
- 5.2. Either party can voluntarily terminate this Agreement upon giving **TEN DAYS'** notice of such intention in writing to the other party. In case the investor wants to withdraw the money the trading will stop on the day of notification and inMIND Capital will have maximum 5 business days to start the withdrawal of funds to the investors account.
- 5.3. For **partial or full withdraws** investors will be able to execute those withdrawals either from the webinterface or a written notification (eMail, Mail, etc..). From the moment of notification the requested trading funds will be blocked from further trading and the process of withdrawal will be started.
- 5.4. The average trading year is calculated at 240 days of possible trading days (excluding weekend, holidays or maintenance days)
- 5.5. inMIND capital is allowed to take out its profit share on a quarterly basis with a prior notification to the investor
- 5.6. However, the termination of this contract under any of the above circumstances shall not affect the existing obligations and liabilities of the parties herein.

6. **NOTICES**

- 6.1. Any notice pursuant to this Agreement shall be given by fax, electronic mail or letter and the onus of confirmation of receipt of such notices shall be on the sender.
- 6.2. Any notice pursuant to this Agreement shall be addressed to the parties' addresses given on the first page of these presents.

7. **ARBITRATION AND GOVERNING LAW**

The parties herein have irrevocably agreed to refer any dispute arising from any part or whole of this Agreement to a sole arbitrator mutually appointed in accordance with the arbitration laws of Austria and the governing law shall be the laws of Austrian Republic.

Any decision, exercise of discretion, judgement or opinion or approval of any matter mentioned in this Agreement or arising from it shall be binding on the parties only if in writing unless otherwise expressly provided in this Agreement.

8. ENFORCEMENT

If arbitration, a court of competent jurisdiction or other competent authority finds any part of this Agreement invalid, unlawful or unenforceable, then such part shall be severed from the remainder of this Agreement which will continue to be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

THE COMMON SEAL of the within named Investment Manager (Josef Krische and Martin Mollay)
inMIND CAPITAL LIMITED is herein affixed in the presence of:

Josef Krische (Manager)	Martin Mollay (2nd Manager)

SIGNED SEALED AND DELIVERED by the within named **INVESTOR**

Albert Pucher (Investor)

Appendix A:

Account DETAILS:

Please state the Reference on the wire transfer as written above!!

Currently inMIND Capital is using BlackBullMarkets as a CFD and FOREX broker

50% Trading Account Number 421233:

Bank Account Holder Name: Black Bull Group Limited

IBAN: GB15SEOU00994400142605

SWIFT BIC: SEOUGB21

Reference: D665afb92236e1

50% Trading Account Number 429725:

Bank Account Holder Name: Black Bull Group Limited

IBAN: GB15SEOU00994400142605

SWIFT BIC: SEOUGB21

Reference: D663dab3427209