

# Asset Management Agreement of T.N. Trading Network AG

T.N. Trading Network AG, hereinafter “Company” and:

Mr. Mrs. Ms. Other Company	Address	
City / Country / Zip code / Domicile	Telephone	Fax
Email		

Hereinafter “Client” regarding entrusted assets allocated with:

Broker's / Bank / Branch / Place / Country	
Account Holder	Account Number
Amount of Assets entrusted / Currency	

hereinafter “Client Account” or “Asset”.

**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 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 hereto.
- 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 including so-called "Retrozessionen or -kommissionen" 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 VQF or SRO (so-called "Selbstregulierungsorganisation"), in due time.
- Client acknowledges that Company is prohibited to invest Client's assets until having received all information and duly signed documents.

For Company: \_\_\_\_\_

For Client: \_\_\_\_\_

- 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 received statement with registered mail. Only upon prior written instructions, monthly statements remain with Company.

**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.
- 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 Company may tape telephone conversations 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 and B 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**

- The Agreement shall be governed and construed in accordance with the law of Switzerland.
- All disputes that may arise from this Agreement shall be submitted to the exclusive jurisdiction of the competent Courts of Sion (Canton of Wallis, Switzerland).

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Place and Date:

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(For) Client:

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Place and Date:

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(For) Company:

# Appendix A to the Asset Management Agreement of T.N. Trading Network AG

## 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. Company shall receive the following fees:

Transaction Fee: \_\_\_\_\_ pips per round turn added to the transaction price

Percentage of Profits: \_\_\_\_\_ % quarterly

The percentage of profit is calculated from the closing net value of the previous quarter (or, in the quarter the account was first established, the initial deposited funds) to the closing net value (balance) of the following quarter. No opening management fee shall be charged.

### 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 trades done within the particular month. Company will further store such statements, which are - upon prior 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 that Company and its employee, e.g. a CTA (Commodity Trading Advisor), could utilize 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 a transaction charge in the prices they quote for such trading contracts.

For Company: \_\_\_\_\_

For Client: \_\_\_\_\_

**Appendix B**  
**to the**  
**Asset Management Agreement**  
**of**  
**T.N. Trading Network AG**

**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 T.N. Trading Network AG, 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 statement, to have understood it and to have receipt a copy of it. \_\_\_\_\_

For Company: \_\_\_\_\_

For Client: \_\_\_\_\_