



Managed Account Trading Agreement

Please read this page carefully. If you don't understand any of the information provided on this page or if you have any questions, please contact Gerald Sharpe at geraldsharpe@solomonfx.com. The National Futures Association (NFA) and Commodity Futures Trading Commission (CFTC), the regulatory agencies that oversee the FOREX and Futures market in the United States, require that customers be informed about potential risks in the FOREX market.

In consideration of SolomonFX agreeing to manage one or more accounts of the undersigned "Investor" and providing services to Investor in connection with the purchase and sale of cash currencies, Investor agrees as follows:

1. **AUTHORIZATION TO TRADE.** SolomonFX is authorized to make all trading decisions for the Investor, without prior consultation with the Investor and without prior notice to or approval from the Investor. SolomonFX is hereby appointed as INVESTOR'S attorney in fact, through a Limited Power of Attorney Agreement, and is given full power and authority to purchase and sell Over-The-Counter Foreign Exchange (OTCFX) currency pairs for Investor's account(s) with a third party Foreign Exchange Broker of SolomonFX's choice. Unless instructed by Investor to the contrary in writing, SolomonFX is authorized to execute all orders with such institutions as SolomonFX deems appropriate. SolomonFX will have discretionary authority. The only limitation on SolomonFX's authority will be that SolomonFX shall not trade options without written consent from the Investor.

SolomonFX shall be entitled to rely upon any oral or written communication or instructions received from Investor, including Investor's officers, partners, principals or employees, so long as SolomonFX does not have actual knowledge of the lack of authority of any such person ("Authorized Persons"). Investor agrees that such Authorized Persons are authorized on its behalf to furnish SolomonFX all data, information, instructions and authorizations required by SolomonFX to perform its services.

2. **FUNDING OF INVESTOR'S ACCOUNT.** Investor shall open an investment Account (Individual, Joint or Corporate) with the FX Broker as directed by SolomonFX. No funds will be deposited with or through SolomonFX for the purpose of funding the Investor's Account. Deposited funds with the Broker shall remain in the custody of the Broker who will in turn serve as the principal-counterparty for transactions performed in the Investor's Account. The initial deposit, all subsequent deposits and withdrawals from the Account and all transactions effected in the Account shall be subject to this Agreement. If Investor owns more than one Account that is managed by SolomonFX, each such Account shall be subject to this Agreement.
3. **REPRESENTATIONS OF INVESTOR.** Investor hereby represents to SolomonFX that they have adequate disposable capital available and desires to invest such capital in speculative investments in Over-The-Counter Foreign Currency contracts.

Investor, if an individual, represents to SolomonFX that he/she is of full legal age and is legally competent to execute and deliver this Agreement and to purchase, sell, trade and own Investments as contemplated by this Agreement. Investor, if a corporation, partnership, trust or other entity or association, represents to SolomonFX that they have full power and authority to execute and deliver this Agreement and to purchase, sell, trade and own Investments as contemplated by this Agreement and the individual executing and delivering this Agreement for and on behalf of Investor is of full legal age and is legally competent and has full power and authority to do so on behalf of Investor and its stockholders, partners or beneficiaries, if any.

Investor represents to SolomonFX that Investor is fully familiar with the speculative nature of currency trading and its high degree of risk which makes such trading suitable only for a person who can sustain substantial losses. SolomonFX retains the discretion to withhold trading in any account if the balance is found to be at risk of margin call.



Investor hereby represents to SolomonFX that Investor is willing and able, financially and otherwise, to assume the risks of Investment trading and has the financial ability to bear losses of the amount deposited.

4. **RISK DISCLOSURE.** Investor understands that there is considerable exposure to risk in any foreign exchange transaction. Before deciding to participate in the FOREX market, Investor has carefully considered their investment objectives, level of experience and risk appetite. **Most importantly, Investor understands that they should not invest money they cannot afford to lose.** Risks include, but are not limited to, the potential for changing political and/or economic conditions that may substantially affect the price or liquidity of a currency. Moreover, the leveraged nature of FOREX trading means that any market movement will have an equally proportional effect on Investor's Account. This may work against the Investor as well as for the Investor. Past performance is not necessarily indicative of future results. The possibility exists that the Investor could sustain a loss of some or all of Investor's initial investment and may be required to deposit additional funds to maintain Investor's position. If, during an open trade, the market moves against Investor's position and the margin on the Account is called, the position will be closed and the Investor's Account will suffer the resulting losses.

Investor acknowledges that there are also risks associated with utilizing an internet-based deal execution software application including, but not limited to the failure of hardware and software. However, Investor also acknowledges that the trading system provider (Broker) employs back-up systems and contingency plans to minimize the possibility of system failure, and phone trading is always available.

5. **LACK OF GUARANTEE BY SOLOMONFX.** Investor is aware of the speculative nature and high risks associated with trading FOREX (which includes the risks that Investor may incur from trading losses of capital contributed to the Account). Investor also acknowledges that no "safe" trading system has ever been devised, and that no one can guarantee profits or freedom from loss in such trading. Investor acknowledges that Investor has received no such guarantees from SolomonFX or from any of its representatives or any introducing agent or any other entity. Investor further agrees that they have not entered into this Agreement in consideration of or in reliance upon any such guarantees or similar representations. SolomonFX, therefore, cannot and does not imply or guarantee that Investor will make a profit, and it is expressly agreed that SolomonFX will not be liable to Investor or any other party for any act or omission in the course of or in connection with the rendering of its services, except for acts or omissions by SolomonFX or its employees, affiliates or agents which constitute gross negligence, willful misconduct or fraud. Investor shall indemnify SolomonFX, its members, principals, officers, employees, agents and affiliates for all liability incurred in the performance of the services required by this Agreement, provided that there has been no judicial determination that such liability was the result of gross negligence, willful misconduct or fraud on the part of SolomonFX and provided further that any conduct of SolomonFX, which was the basis for such liability, was done with the good faith belief of SolomonFX that it was in the best interest of the Investor.
6. **STOP-LOSS PROVISIONS.** SolomonFX and Investor agree that in the event the equity in the Investor's Account falls below five hundred dollars (\$500) (the "Specified Stop-Loss Level"), the SolomonFX will close all open positions and otherwise cease trading pending instructions from the Investor to the contrary. Investor further acknowledges that, due to market slippage, an inability to liquidate a position, and other such factors outside of the control of SolomonFX, Investor may realize an equity decrease in its Account of an amount greater than the Specified Stop-Loss Level, but not greater than the Account value, and Investor indemnifies SolomonFX, Broker, their employees, agents, and affiliates from any losses resulting there from, so long as SolomonFX, Broker or, their employees, agents, and affiliates have not acted with gross negligence or willful misconduct when closing all open positions and otherwise ceasing trading at the Specified Stop-Loss Level. Second, Investor understands that in the event Investor's Account falls below required margin amount, Broker may cease trading and liquidate any open positions in the Investor's Account.
7. **ADDITIONS TO AND WITHDRAWALS FROM THE ACCOUNT.** Investor may add to or withdraw from the cash balance of the Account to the extent consistent with margin requirements of the Broker, provided that the Investor may not withdraw funds to the extent of causing the balance in the Account to fall below such a level that SolomonFX believes the Account should no longer be traded. Investor recognizes that the potential profitability of the Account depends upon long



term, uninterrupted investment of capital, and that a reduction of equity could adversely affect the potential profitability of the Account.

8. FEES. In consideration of and in compensation for the Management Services to be rendered by SolomonFX to the Account of the Investor under this Agreement, Investor agrees that SolomonFX shall be entitled to receive a monthly commission (Performance Fee) commensurate with the net profits earned for the Investor's Account. A percentage of the net profits accrued will be withdrawn and paid to SolomonFX in the amount of thirty percent (30%). There will be a 2% annual (0.167% monthly) Maintenance Fee payable, monthly, to SolomonFX associated with the Managed Account. Investor understands that the Performance Fee and Maintenance Fee due to SolomonFX will be deducted from Investor's Account by the Broker. The Performance Fee is payable each month based upon the total Net Profit of the Account at the close of each month. The term "Net Profit" means the amount of income earned from all sources including realized profits, all accrued interest earned by the Investor on its assets, less trading losses, Brokerage commissions and fees paid to clear the trades, which are incurred or accrued during the current accounting period. If the Net Profit for a given month is negative, no commission shall be paid nor shall any be paid in future months until the amount of such loss is recuperated and exceeded (high-watermark). The annual Maintenance Fee is paid on a monthly basis, regardless of the profitability of the Investor's Account.

If a month's Net Profit is negative at the time of a withdrawal of funds from an Investor's Account, then no Performance Fee will be withdrawn. If monthly Net Profit is positive at the time of a withdrawal, the Performance Fee accrued on that portion of the new Net Profit attributed to the withdrawn funds shall be deemed due and payable at that time.

If Investor terminates this Agreement prior to the end of the month, SolomonFX will prepare a statement of the amount of commissions payable and will furnish it to the Broker, who will then deduct and pay such fees directly from Investor's Account. Investor agrees that commissions are due and payable within five business days of the date of an invoice.

9. RESPONSIBILITIES OF BROKER. Investor recognizes that SolomonFX will transmit orders on his/her behalf through a Broker. SolomonFX's responsibilities with respect to any of Investor's transactions shall be fulfilled at the time that a complete order has been transmitted to the Broker. SolomonFX shall not be responsible for any acts, omissions, or errors of the Broker in executing such orders. Investor authorizes the Broker to forward to SolomonFX copies of any confirmations, statements, or reports sent by the Broker to Investor. Investor understands that the Broker, rather than SolomonFX, will have full custody of Investor's funds and investment positions.
10. TERMINATION OF AGREEMENT. This Agreement shall terminate upon written notice by either party to the other party. Notice is to be considered given on the close of the business on the day such notice is actually received by SolomonFX or the Investor. This Agreement shall also automatically terminate upon written notice to SolomonFX of the death, legal disability, dissolution, or bankruptcy of the Investor. Termination will be effective on the date such written notice is deemed given. If either party terminates this Agreement, commissions shall be calculated (and, if due, paid) as if the termination date of the account were the end of the calendar month. When either party terminates this Agreement, Investor shall be liable for all costs, expenses, and losses incurred in liquidating open positions upon termination. Investor may close the Account by withdrawing the funds in Account after payment of all fees and commissions.
11. MANAGEMENT OF OTHER ACCOUNTS BY SOLOMONFX, TRADING BY SOLOMONFX FOR ITS OWN ACCOUNT (S). The services rendered hereunder are not exclusive and Investor acknowledges that SolomonFX may manage other Investors' Accounts and intends to do so in the future. Investor acknowledges that SolomonFX reserves the right to charge a Performance Fee that is different from those described above for other Accounts that it manages. SolomonFX and its principal(s) may trade for their own Account(s). SolomonFX reserves the right to engage other internal or third party advisors as part of SolomonFX's own program, and Investor acknowledges that all such trades will be considered part of the SolomonFX program and, therefore, such trades are for the Account and risk of the Investor.



12. NOTICES. SolomonFX may amend this Agreement by giving notice of such amendment to the Investor. Any notices shall be in writing and sent by one of the following: *(please circle one and provide the pertinent information on the following page):*

- (x) i) Certified or registered mail (additional charges may apply to Investor), to Investor at the address set forth below his/her signature to this Agreement
- (x) ii) Facsimile (enter fax number) _____
- (x) iii) Email (enter email address) _____

After 30 days of giving such notice, the amendment shall be considered accepted by Investor if no written objection has been received by SolomonFX. This clause applies to all notices referenced in this Agreement.

Either party may also change their address by giving notice in writing (using the same methods as chosen above) to the other party stating his/her new address. The Investor must contact the Broker regarding his/her change of address. Beginning on the tenth (10th) day after the given of such notice, the newly designated address shall be the party's address for the purpose of all notices or communications. Notices to SolomonFX from Investor shall be deemed given as of the close of business on the day such notices are actually received by SolomonFX. All notices to SolomonFX should be sent, return receipt requested, to SolomonFX, LLC, 3440 Hollywood Blvd, Suite 415, Hollywood, FL 33021.

CONFIDENTIALITY. Investor understands that the trading method employed by SolomonFX is proprietary and that the information provided hereunder by SolomonFX is for the exclusive use of Investor. Investor agrees not to disclose any of SolomonFX's trading recommendations, information, or analysis to any third party without the prior written consent of SolomonFX. Investor agrees to treat all such communication related to the Account as confidential.

13. GOVERNING LAW AND JURISDICTION. This Agreement, and the rights and obligations of the parties hereto, shall be governed by, construed and enforced in all respects by the laws of the State of Florida, where SolomonFX has filed its Articles of Incorporation.

14. JOINT UNDERTAKING. If more than one person is signing this Agreement as Investor, each undertaking herein shall be a joint and several undertaking of all such persons, and the foregoing grant of Power of Attorney and authority to SolomonFX shall be granted by all such persons. Action of any one Investor pursuant to this Agreement shall bind all such Investors. An Account in joint names creates a joint tenancy with right of survivorship and not a tenancy in common.

15. SUBMISSION OF TRADING AGREEMENT. After completing the required section on pages 4 and 5 of this document, Investor may submit the completed Agreement by one of the following methods:

- i. FAX (303) 632-2691
- ii. Email of Scanned Copy sent to managedaccounts@solomonfx.com
- iii. Certified or registered mail to address of SolomonFX office listed in paragraph 12

Copies of Trading Agreement received by SolomonFX shall be regarded the same as the original with equal legal validity. All pages must be submitted by Investor and will serve as acknowledgement that Investor agrees with all content of this Agreement.



Signature Authorization Page

By signing below, Investor acknowledges that he/she has read, understands and agrees to the terms and conditions set forth in this SolomonFX Managed Account Trading Agreement. Furthermore, Investor expressly acknowledges that they have read and understand the risks associated with OTCFX trading as described in the Section 4 and agree to the indemnity of SolomonFX, LLC as described in Section 5.

Print name of Investor:

Date:

Signature of Investor*:

* If joint Account, all parties must sign. If the Investor is a corporation, trust, or partnership, the signature must be that of an appropriate signatory with power to bind the entity.

Print name of Joint Account Holder:

Date:

Signature of Joint Account Holder: