



CLIENT MONEY MANAGED ACCOUNT AGREEMENT

Client's Account:

Client's Name:

Account Manager (Trading Agent)'s Name:

TERMS & CONDITIONS

This Agreement sets out the terms that the Account Manager listed above may act on behalf of the named client in its dealings with Samtrade FX Limited. It also sets out the details of any remuneration that may take effect under this Agreement in relation to the set up and trading on the client's Money Managed Account (MMA) by the Account Manager. The client is unable to trade in their MMA unless this Agreement is terminated by either party via given prior written notice. However, the client can see all Profit & Loss and trade history in the MMA. The client's MMA may be pooled to other client's MMA which has been managed by the same Account Manager.

All MMA has a standard leverage of 1:100 unless otherwise stated by Samtrade FX Ltd with stop-out level . By signing this agreement, the client agrees that the original setting of the client's account (if it differs from the above) to be changed to the above level. The client can at any time withdraw fund when the stop loss level is hit, however this may result in insufficient margin in the MMA. Hence this may lead to force liquidation. Stop loss level is managed solely by Account Manager (Trading Agent) and is based on realised losses and/or closed positions. Since the MMA may be placed in a pool, withdrawal of fund from the client's MMA may result in greater loss than expected or the client to trade on their own.

AUTHORISATION

The client hereby gives the above Account Manager full permission to:

- Open MMA(s) in the client's name and on the client's behalf with Samtrade FX.
- Provide Samtrade FX all the required documentation needed to open an MMA.
- Accept and receive any documentation and information from Samtrade FX relating to the client's MMA and executed transactions.
- Trade and place orders on the client's MMA(s) with Samtrade FX.
- Manage stop loss levels on the client's MMA(s) with Samtrade FX

DEPOSITS AND WITHDRAWAL

The client understands that this Agreement, while granting the Account Manager access to the client's MMAs, does not allow Account Manager to make deposits to or withdrawals from the client's MMA either directly or indirectly.

THE ACCOUNT MANAGER

- 1) The Account Manager, although appointed by the client, will have to pass the complete identification and Customer Due Diligence (CDD) checks by Samtrade FX before the Account Manager will be allowed to act on behalf of any client.
- 2) Samtrade FX is not responsible for any action taken by the Account Manager under the authorization unless is required by law.
- 3) No withdrawals can be made from the client's MMA by the Account Manager.



- 4) The client and the Account Manager fully understand that partial close is not supported in the MMA. The Account Manager will be fully liable for any loss due to any partial close activity.
- 5) The client and the Account Manager fully understand that stop loss level are based on realised losses and/or closed positions which is managed solely by Account Manager (Trading Agent).

ACKNOWLEDGEMENT

- 1) The client understands that the client give the Account Manager access to the client's MMA by providing them with log in details and passwords, that the client is allowing them full access to trade on the MMA and that the client accepts that all trades, and the resulting profits and losses, are ultimately the client's liability and responsibility.
- 2) The client will indemnify Samtrade FX for all costs including losses incurred from trading on their MMA, expenses, remuneration and damages that arise from the enforcement of this Agreement.
- 3) This Agreement may be terminated by the Account Manager at any time by sending written, signed and dated notification to Samtrade FX. It can also be terminated by Samtrade FX at any stage by notifying both the client and the Account Manager. The Client and the Account Manager should have solved all remaining issues (e.g. open position, remuneration payment) at the time of the termination.
- 4) If the Account Manager requests to detach the client's MMA from the Account Manager, to Samtrade FX, this request will be regarded as to terminate this agreement. Samtrade FX can resume this MMA as a normal trading account however subject to no open positions remaining in the MMA. Samtrade FX offers no guarantee on how long this process will take.
- 5) The Account Manager agrees and acknowledges that he/she will be responsible for managing the stop loss level on realised losses and/or closed positions according to the Terms & Conditions of this agreement.
- 6) This Agreement is governed by the laws of Saint Vincent and the Grenadines. Any disputes arising from it will be under this jurisdiction.
- 7) This Agreement takes effect from this date that both the client and Samtrade FX signed this Agreement.
- 8) Samtrade FX is not responsible for the legal effectiveness of this Agreement to any of the parties involved.
- 9) Samtrade FX, at its sole discretion, may refuse to accept an instruction from the Account Manager if it believes in doing so would create a conflict of interest or put it in jeopardy of breaking the law.
- 10) At no stage will Samtrade FX be liable to the client or the Account Manager if it refuses to act on the Account Manager's instructions. If there is a dispute between the client and the Account Manager, they need to solve the issue between themselves or seek legal advice. Samtrade FX has no responsibility to resolve or get involved in the dispute or the dispute resolution.

REMUNERATION

The client understands and accepts that there may be an increase in the spread of certain markets over and above the core Samtrade FX's spreads to help cover the Account Manager's associated third party software costs and that the Account Manager will charge the client performance and management fees which will be debited from their MMA Account directly by Samtrade FX into the Account Manager's account in accordance with the performance and management fees set out below.



PERFORMANCE FEE

The client authorizes Samtrade FX to debit their MMA(s), until further notice in writing, a performance fee will be calculated based on High-Water Mark in practice (See Appendix 1), out of positive funds held on their MMA, and payable within 7 days (if applicable) from the end of the selected period, to the Money Manager based on the following criteria:

Calculation period: to

**Sample: 1st to 31st of the period*

Management Fee: <input type="text"/> %	On equity before <input type="checkbox"/> /after <input type="checkbox"/> the period			
	<input type="checkbox"/> per month	<input type="checkbox"/> per quarter	<input type="checkbox"/> per 6 months	<input type="checkbox"/> per year
Performance Fee: <input type="text"/> %	On equity after the period			
	<input type="checkbox"/> per month	<input type="checkbox"/> per quarter	<input type="checkbox"/> per 6 months	<input type="checkbox"/> per year
<input type="text"/> Fee: <input type="text"/> %	On equity before <input type="checkbox"/> /after <input type="checkbox"/> the period			
	<input type="checkbox"/> per month	<input type="checkbox"/> per quarter	<input type="checkbox"/> per 6 months	<input type="checkbox"/> per year

The client and the Account Manager acknowledge that if Samtrade FX cannot pay the above fees and remuneration from the client's MMA for whatever reason, then the liability falls on the client to pay the Account Manager. It is not the responsibility of Samtrade FX to make good any unfulfilled commitments that the client and the Account Manager may have towards each other.

The client accepts that Samtrade FX will pay any fees owed to the Account Manager from the client's MMA under this Agreement, even if the client terminated this Agreement, up until the date of termination, unless to do so would put Samtrade FX in breach of law.

CONFIRMATION

I confirm that I have read and accept the terms of this Samtrade FX Limited Client Money Managed Account Agreement and agree to be legally bound by them.

CLIENT
Client's Signature <input type="text"/>
Name: <input type="text"/>
Date (DD/MM/YYYY): <input type="text"/>

ACCOUNT MANAGER (TRADING AGENT)
Company's Representative Signature <input type="text"/>
Name: <input type="text"/>
Date (DD/MM/YYYY): <input type="text"/>

SAMTRADE FX
Company's Representative Signature <input type="text"/>
Name of Brokerage: SAMTRADE FX
Date (DD/MM/YYYY): <input type="text"/>

**Appendix 1**

Example of Hight-Water Mark in Practice calculation:

Performance Fee: 30%

Period: Monthly 1st -31st of month.

Month 1:

Starting Equity: \$1,000 Ending Equity: \$2,000

Period P/L = \$2,000 - \$1,000 = \$1,000

Accumulated P/L = \$1,000

Performance Fee (PF)= Accumulated P/L x 30% = \$1,000 x 30%= \$300

Ending Equity after PF = \$2,000 - \$300 = \$1,700

Money Manager will receive \$300 performance fee from Month 1.

PS: Accumulated P/L will reset to zero once performance fee is distributed.

Month 2:

Starting Equity: \$1,700 Ending Equity: \$1,000

Period P/L = \$1,000 - \$1,700 = - \$700

Accumulated P/L = -\$700

Money Manager will not receive any performance fee from Month 2 due to Accumulated P/L is negative.

Month 3:

Starting Equity: \$1000 Net Deposit during Month 3: \$5,000 Ending Equity: \$6500

Adjusted Starting Equity: \$1,000 + \$5,000 = \$6,000

Period P/L = \$6,500 - \$6,000 = \$500

Accumulated P/L = -\$700 + 500 = - \$200

Even through there is profit for month 3, Money Manager still not receiving any performance fee from Month 3 due to Accumulated P/L is still negative.

**Month 4:**

Starting Equity: \$6,500

Net Deposit during Month 4: - \$4,000

Ending Equity: \$6,000

Adjusted Starting Equity: $\$6,500 - \$4,000 = \$2,500$ Period P/L = $\$6,000 - \$2,500 = \$3,500$ Accumulated P/L = $-\$200 + \$3,500 = \$3,300$ Performance Fee (PF) = Accumulated P/L x 30% = $\$3,300 \times 30\% = \990 Ending Equity after PF = $\$6,000 - \$990 = \$5,010$

Money Manager will receive \$990 performance fee from Month 4 and Accumulated P/L reset to Zero.