## I. MANAGEMENT MANDATE FOR THE INVESTUI SERVICE

Between:

Luxembourg

WH SELFINVEST S.A. ("WH")

33 rue du Puits Romain 8070 Luxembourg-Bertrange And:

 -	 ("the client")
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This contract serves to appoint WH as the manager of the client to implement the Investui service ("the service") on his account. The clauses contained in this contract are a complement. They do not replace the general terms and conditions related to opening a WH account unless specified otherwise.

### 1 Management Mandate

By signing this contract, the client mandates WH without limitations to place orders for his managed account. WH is mandated to place buy orders, sell orders and short sell orders on all financial instruments and using leverage. The client also mandates WH to execute all administrative and other acts related to all the assets in the account.

WH does not need to seek client approval for any act. The client explicitly approves in advance all acts executed by WH for his managed account. This mandate does not allow WH to transfer money or financial instruments out of the managed account. The only outgoing transfers allowed are those agreed upon in this contract or those which are part of the general terms and conditions related to opening a WH account.

For the implementation of this contract the client submits to WH's view of what it considers to be in good faith and favorable to the client's interests. WH informs clients that in case they open an account based on a third-party recommendation WH may pay this third-party a one-time fixed fee, and possibly a variable fee. No fees or commissions are provided to WH by these third parties. WH commits to provide any further information upon request.

#### 2 Duration

This contract is entered into for an unlimited period of time. It goes into effect on the day of signature by both parties. Both the client and WH retain the right to terminate this contract in writing at any time and for whatever reason. If the client desires to terminate the contract, termination will take effect upon receipt of the client's written instruction. Any open positions will be closed at market price no later than two working days after termination. If WH desires to terminate, the contract termination will take effect the first working day in Luxemburg following the day the termination letter is sent to the client, unless agreed otherwise. WH will close all open positions at market price no later than two working days after termination.

#### 3 Minimum capital

The minimum capital the client needs to invest is  $\notin$  10.000. If the client opts for another base currency, the minimum capital invested must be equal to the countervalue of  $\notin$  10.000 in the chosen base currency.

### 4 The service

The service is based upon a combination of specific trading strategies and is implemented within specific risk parameters. These strategies are outlined on the official Investui service website. The parameters of the trading strategies may evolve in order to adapt to market conditions. Evolutions, if any, will be reflected on the official website. In the case of changes deemed major by WH, the client will be informed via e-mail.

### 5 Account

The client can choose the base currency of the account within the choices available. The base currency of an account cannot be changed. The client will receive a signed letter confirming the opening of the new managed account.

## 6 Placing orders

The client cannot place orders to open a position on his managed account, be it via an order platform or otherwise. The client can only place close-at-market orders via the telephone.

## 7 Warnings

Past results are no indicator of future results. The client should not assume, based on past results, that future results will be similar or even positive.

Past results do not necessarily reflect all relevant charges and costs for each individual. Taxes, for example, can vary from investor to investor. These charges and costs can have a negative influence on returns. Past results do not necessarily reflect all possible gains. Unexpected gains can have a positive influence on returns.

This service is not a capital guaranteed service. This service is not a service with a guaranteed minimum return. The value of financial instruments can vary significantly and it is possible the client may lose a part or, although unlikely, the total of the investment.

Exchange rates vary and can have an impact on the return.

The strategies are based on active buy and sell policies (swing and day trading). The transaction cost and, in the case of overnight positions, the financing cost have an impact on the return on investment.

Investment strategies based on active buy and sell policies and using leverage should only make up a limited part of the client's total assets.

#### 8 Monitoring and depreciation reporting

The client has at his disposal all statements and reports necessary to monitor his account. The client can contact the support desk on working days within the hours 8:00 - 22:00 unless specified otherwise. The statements and reports are e-mailed to the client every day. They include the required depreciation reporting.

The client commits to frequently monitoring the account balance and to cancel this mandate immediately, should the loss exceed the maximum loss level the client determined for himself at the start.

## 9 Responsibility

The client warrants that he has, before signing this agreement, diligently informed himself about all the characteristics of the service and the investment strategies it comprises. The client confirms he has amply reflected before taking the decision to sign this contract.

The client declares that the information supplied by WH is sufficient to allow him to understand this service fully and that in case the actual return deviates from his expected return this is solely due to the client's inaccurate interpretation of the information provided.

The client warrants that he will inform WH without delay and in writing should there be any change in his or her investor profile or financial situation.

## 10 Discharge

WH does not guarantee any particular return related to the investment decisions taken. The client hereby grants full discharge to WH for any responsibility related to the investment returns.

#### 11 Order commissions and various

The client will be charged order commissions, a one-time set-up fee at the start of the relationship and a fee related to the monitoring of the relevant market effects. The precise amount of the order commissions and the fees is available on the official website and in the ex-ante costs and charges disclosure document.

The client will not be charged an entry fee or an exit fee.

## 12 Transfers

Funding the account can be done by money transfer to our depository bank. The cost to receive, process and apply the transfer is  $\in$  5.

For the client's security we only accept a transfer out instruction signed by the account holder(s). Transfer out costs are  $\in$  5 for amounts below  $\in$  30.000 and 0,10% (with a maximum of  $\in$  50) for amounts above  $\in$  30.000.

## 13 Correspondence

Unless specified otherwise the client and WH will correspond in writing by letter, fax or e-mail. The day of receipt is agreed upon as the next working day after the delivery day.

### 14 Language

For the convenience of the client this document can be translated in other languages. In the case of any dispute, the English language version will always prevail.

#### 15 Entire agreement and severability

If any provision of this contract is held to be invalid, void or unenforceable by reason of any law, rule, administrative order, or judicial decision, that determination shall not affect the validity of the remaining provisions of this contract.

## 16 Governing law

This agreement will be governed by the laws of the Grand Duchy of Luxembourg. You irrevocably submit to the exclusive jurisdiction of the courts of the Grand Duchy of Luxembourg. WH retains the right to take legal action in any country against any client should WH deem it necessary for its protection.

# II. RISK NOTICE

The information contained in this risk notice is a complement. It does not replace the risk notice, which is part of the WH account opening process and which refers to the risks specific to the instruments traded (futures and CFDs).

Dynamic. The service's investment style is dynamic. New positions are opened two to four times a week. Depending on the strategy, positions are closed the same day, after one or two days or after nine days. A dynamic investment style results in more order commissions than a passive investment style. The strategies should be able to absorb these costs.

Risk. The dynamic investment style uses a moderate amount of leverage depending on the number of positions. The number of positions varies from zero to maximum three. The client can request WH to close an open position.

Strategies. The four strategies, which make up the service, are all based on market effects. The strategies open a position at a particular point in time. The open position uses a time stop. The position is closed at a particular point in time. There is no profit target. Positions are opened and closed at the market price on a best-efforts basis.

Markets. The service invests in two major market indices, the DAX and the S&P 500, a major commodity, gold, and a major currency pair (GBP/USD). These are liquid underlying values and the instruments based on them, futures and CFDs, tend to be equally liquid.

## **III. THE INVESTMENT PROFILE**

This investment profile details the main characteristics of the Investui service. The client should carefully consider if these characteristics correspond with his or her investor profile.

Duration. The service is based on market or seasonal effects. The success is a function of implementing these market effects repeatedly, without exception over a longer horizon. This is not a short-term investment. The minimum logic evaluation horizon is two to three years.

Returns. The service does not provide a guaranteed return. The service does not provide a monthly return. The returns vary from year to year, based on the market conditions.

Liquidity. The service only invests in short-term positions on liquid instruments. The client can instruct WH at all times to close the positions and return his account balance. The service is therefore a liquid investment.

Risk. The service only invests in major market indices (DAX and S&P 500), gold and the USD/GBP currency pair. These instruments can be volatile. The number of positions in these instruments varies from zero to three. The minimum number of transactions per week is two. The mmaximum number of transactions per week is four.

Investment. The minimum investment is € 10.000 for both the futures account and the CFD account. The positions sizes are adapted on a quarterly basis to the effective account size. The simulator on the Investui website allows the client to get an impression of the positions and the position sizes corresponding to an amount invested above the minimum investment size.

## IV. SUITABILITY VERIFICATION – Please respond to all statements

	Yes	No
1. This service guarantees the investor a positive return.		
2. This is a capital guaranteed service, losing even a part of the investment is not possible.		
3. This service is an addition to my other investments. It does not replace them.		
4. My planned horizon for this investment is longer than a year and a half.		
5. The amount I intend to invest represents less than 20% of my net worth excluding family residence.		
6. The loss of this investment will impact my current lifestyle.		
7. I understand the return can be volatile.		
8. I understand leverage is used, which increases the volatility of the return.		
9. I understand how the four strategies based on market effects work and are applied.		
10. I wish to invest dynamically using short term positions based on market effects.		
11. I consider this service to be suitable for my personal situation.		
12. I can instruct WH at any time to close my account without paying a penalty.		
13. If requested I can and will supply a proof of the origin of the funds I intend to invest.		

## V. INDICATE YOUR PREFERENCE

What amount do you intend to invest? \_\_\_\_\_ EUR / USD / CHF

I declare I have read, understood, and accept all articles of this contract (in particular I accept 1§1, 1§3, 2, 9, and 14), the risk notice and the investment profile. I declare I have faithfully answered the suitability questions.

Y	
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Signature

	/	/			
Date					