



Multi Account Money Manager Agreement

This Multi Account Money Manager Agreement (the “Agreement”) is dated on _____ (The “Effective Date”) between:

INGOT Broker LLC, a company registered at St. Vincent & the Grenadines at the Register of Limited Liability Companies under the registration number (1386 LLC 2021) and having its registered office at the Financial Services Centre Stoney Ground, Kingstown St. Vincent & the Grenadines (hereinafter referred to as “**INGOT Broker**”); and

_____, a company registered at _____ under the registration number (_____) and having its registered office at _____ (hereinafter referred to as “**MAM Manager**”)

Each party is referred to hereinafter as “Party” and collectively as “Parties”.

WHEREAS:

- a) **INGOT Broker** is an authorized company offers services to customers who may be interested in opening a trading account with **INGOT Broker** and trade in accordance with the provisions of the **INGOT Broker’s** license, rules and conditions.
- b) Certain Clients of **INGOT Broker** may wish to utilize Multi Account Money Managing Services by the MAM Manager;
- c) The MAM Manager is in the business of providing retail Clients with Multi Account Money Managing Services according to its Power of Attorney by the Client.

Now therefore and in consideration of the mutual covenants hereinafter recited, the receipt and sufficiency of which are hereby acknowledged, and other good and valuable consideration, the Parties agree as follows:

1. DEFINITIONS

For the purposes of this Agreement and all the documentation and policies which form an integral part of this Agreement, the terms used herein shall have the following meanings:





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| “Client(s)” | means INGOT Broker’s client who wishes to assign the MAM Manager to manage his account for buying and selling the Trading Instruments on its behalf. |
| “Client(s) Account” | means any account(s) of the Client which is assigned to be managed by the MAM Manager, whereby the Client agrees for the MAM Manager to act as his agent and attorney for the purpose of managing the trading account opened through INGOT Broker Trading Platform. |
| “MAM Manager” | is in the business of developing and providing Multi Account Manager Services and strategies of specified Trading Instrument; the MAM Manager is an independent contractor, not an employee, agent, partner of the INGOT Broker . Except as provided in this Agreement, the MAM Manager shall have no authority to bind, obligate or represent INGOT Broker . |
| “Multi Account Money Managing Services” | means the services provided by the MAM Manager for his Clients as mentioned in this Agreement. |
| “Power of Attorney” | means the document by which the Client assigns a MAM Manager to manage the Client Account, buy and sell on his behalf. |
| “Trading Instrument(s)” | means financial instruments provided by INGOT Broker and available on the Trading Platform. |
| “Trading Platform” | means INGOT Broker’s trading platform. |

In this Agreement, words importing the singular number only shall include the plural and vice versa, and words importing the masculine gender only shall include the feminine gender, and words importing persons shall include corporations. The headings are inserted for convenience only and shall not affect the meaning of any of the provisions of the Agreement.

2. SCOPE OF AGREEMENT

This Agreement is a commitment of mutual rights and obligations of the Parties arising from the terms of this Agreement in compliance with the terms and conditions of the Multi Account Money Managing Services and obligations mentioned hereunder.





3. THE MAM MANAGER'S OBLIGATIONS, DUTIES AND WARRANTIES

1. The MAM Manager agrees to operate as Multi Account Money Manager to manage, act, buy and sell on behalf of the Clients who wish to engage the MAM Manager to trade on their behalf under its Client Account.
2. The MAM Manager shall invest and manage the Clients' accounts for and on behalf of the Clients in accordance with this Agreement;
3. The MAM Manager hereby agrees to use the Trading Platform according to the terms and conditions specified by **INGOT Broker**.
4. If the MAM Manager fails to comply with the Client's instructions and requests of detaching the MAM Manager according to the terms and condition of the effective Power of Attorney and within the timeframe specified therein or if the MAM Manager neglected such instructions and requests, then **INGOT Broker** hereby reserves the right to detach any Client from the MAM Manager's account, without any objection by the MAM Manager, upon **INGOT Broker's** discretion.
5. The MAM Manager shall exercise all duties, responsibilities and powers conferred under this Agreement in good faith and with the degree of care, diligence and skill that an experienced person in the MAM Manager's position would exercise;
6. The MAM Manager shall have available and adequate facilities, experience and qualified personnel to perform its obligation under this Agreement;
7. The MAM Manager shall exercise due care in appointing any online trading agent to perform any obligation or function on behalf of the MAM Manager under this Agreement.
8. The MAM Manager shall provide any information immediately upon **INGOT Broker's** written request; and
9. The MAM Manager shall promptly notify **INGOT Broker** of any instructions given to it by **INGOT Broker** and/or by its Clients which have not been complied with.

4. INGOT BROKER'S OBLIGATIONS, DUTIES AND WARRANTIES:

1. **INGOT Broker** shall provide the MAM Manager access to its Trading Platform of the Trading Instruments, for the purpose of trading on behalf of the Clients as described in this Agreement.
2. **INGOT Broker** shall not be liable and/or responsible for any losses, damages or otherwise resulting from or in connection with any claims or allegations by the Clients due to the MAM Manager's actions, negligence, faults or otherwise.
3. **INGOT Broker** shall not be liable and/or responsible for any losses, damages or otherwise resulting from or in connection with MAM Manager's use of the Trading Platform or inability to use it.

5. FEES

It is hereby agreed on between the Parties that **INGOT Broker** is not responsible for paying any kind of management fees and/or commissions to the MAM Manager against providing the Multi Account





Money Managing Services and/or against providing any of the obligations and duties mentioned in this Agreement.

6. TERM AND TERMINATION

- 6.1 This Agreement is effective from the Effective Date and will be valid for period of one (1) year, the Agreement is auto renewable for similar duration(s) unless otherwise terminated earlier according to Article 6.2.
- 6.2 Either Party may terminate this Agreement for convenience at any time without a cause upon a forty-five (45) days' written notice to the other Party.
- 6.3 In the event if either Parties fails in performing its obligations under this Agreement, the non-defaulting Party may terminate this Agreement effective immediately upon giving a written notice specifying the default to the other Party.
- 6.4 Termination or expiration of this Agreement, however arising, shall not relieve either Parties from any liability or responsibility to the other with respect to all terms, covenants and conditions contained herein, which shall survive the termination of this Agreement. In addition, the termination of this Agreement shall not affect any of the right or obligations of either Party arising prior to or at the time of termination of this Agreement, or which may arise by any event causing the termination of this Agreement.

7. CONSEQUENCES OF TERMINATION

- 7.1 Upon sending the termination notice by any Party according to Article (6) of this Agreement, and within a period of forty-five (45) days, the following terms shall apply:
 - 1- **INGOT Broker** shall be entitled to contact the Clients, in writing, using any communication channel it deems appropriate, informing them of the intention of terminating this Agreement.
 - 2- **INGOT Broker** shall be entitled immediately upon the termination notice date, to change the trade status of the MAM Manager to be "Closed Only".
 - 3- Upon termination notice date, the Clients will not be able to make any deposits in the Client Account. It is hereby agreed upon that the MAM Manager shall be responsible for assuring and guaranteeing the compliance of the Clients with this clause.
 - 4- During the mentioned duration, the MAM Manager shall close all opened positions of the Clients Accounts and detach all the Clients from its account.
 - 5- During the mentioned duration, the MAM Manager shall not be entitled to open any new positions for the existing Clients nor accepting any new Clients.
 - 6- Upon termination notice date, the MAM Manager shall refrain itself from announcing or presenting itself as MAM Manager of **INGOT Broker**.





8. THE MAM MANAGER'S DECLARATIONS

- 8.1 The MAM Manager represents that it has obtained all required domestic and foreign governmental and regulatory licenses or registrations, if any, as may be necessary to carry out its obligations and duties under this Agreement.
- 8.2 In performing the obligation and duties set forth herein, the MAM Manager shall comply, at all times, with all applicable laws, rules and regulations governing the trading of Trading Instruments and any other governmental, self-regulatory or regulatory authorities having jurisdiction over it.

9. LIMITATION OF LIABILITY; INDEMNIFICATION

9.1 Notwithstanding anything to the contrary in this Agreement, the MAM Manager will indemnify and hold **INGOT Broker** harmless against all liability, obligations, losses, damages, injuries, penalties, claims, suits, costs, actions, expenses and disbursements (actual or contingent) which it may suffer or incur as a result of:

- A) any breach by the MAM Manager of its obligations or warranties under this Agreement; or
- B) acts or omissions of MAM Manager in connection with the performance of this Agreement.

Nothing in this Agreement shall be construed in any way as reducing or affecting the MAM Manager's general duty to reasonably mitigate its damages or losses.

9.2 The MAM Manager represents and warrants to **INGOT Broker** that:

- A) it is not under any pre-existing obligation inconsistent with the terms of this Agreement; and
- B) the services to be performed under this Agreement by the MAM Manager will be free and clear of any claims or encumbrances of any kind, and will not infringe any patent, copyright, trademark or other proprietary right of **INGOT Broker** or any third party nor any trade secret of any person or entity.

9.3 The MAM Manager shall indemnify, hold harmless and defend **INGOT Broker**, its principals, shareholders, officers, directors, employees, representatives, agents or affiliates from and against any and all losses, claims, damages and liabilities to which any person indemnified herein may become if such actions constitute:

- A) violation by such person or entity of any applicable law, rule or regulation; or
- B) gross negligence, bad faith, or willful misconduct.





The MAM Manager shall reimburse any and all persons indemnified herein for any legal or other expenses (including attorney's fees) reasonably incurred by any of them in connection with investigating or defending any action or claim covered by this indemnity.

10. GENERAL RESTRICTIONS

- a. Nothing in this Agreement shall restrict **INGOT Broker** from entering into similar agreements with third parties.
- b. Nothing in this Agreement shall confer upon either Party any right, title or interest in the trademarks, logos, copyrights, trade names or designations belonging to, or ownership of, the other Party.
- c. Neither Party shall assign or subcontract their obligations under this Agreement without prior written consent of the other Party, such consent shall not affect their obligations and liabilities under this Agreement.
- d. This Agreement may be amended by a mutual written amendment duly signed between **INGOT Broker** and the MAM Manager.

11. Confidentiality

- a. In the course of the relationship between the Parties, the Parties may be privy or have access to confidential information in respect of the business of each Party and their associates. Such confidential information shall include any systems, technology, processes and all information, material and documentation (whether written, verbal or in any other form) to which a Party is given access but does not include information which is publicly available or already known to a Party.
- b. Neither Party shall, without the prior written consent of the other, disclose or use any confidential information provided or accessed under this Agreement (unless required by law).
- c. Both Parties shall take reasonable precautions to prevent unauthorized use, access or disclosure.
- d. Upon termination of this Agreement, the MAM Manager shall deliver to **INGOT Broker** all copies of all records, documentation and material prepared or received in respect of this Agreement, which are in the MAM Manager's possession.

12. Dispute Resolution

- a. In the event of any dispute arises between the Parties, then both Parties will use their best endeavors to settle this dispute amicably.
- b. If such dispute remains unresolved for a period of thirty (30) days, then either Party may confer the matter to the courts mentioned in Article (13) below.





13. GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of Saint Vincent and the Grenadines, and the Parties submit to the non-exclusive jurisdiction of the civil courts and tribunals there.

Parties hereby agree that this Agreement is a true expression of their free, open, serious and error free will, and that is based on true facts known to the Parties at the date of signature.

SIGNED BY

For and on behalf of **INGOT Broker LLC**

Signature: _____

Date: _____

SIGNED BY

For and on behalf of _____

Signature: _____

Date: _____

