

## TRADER CONSULTING AGREEMENT

This Agreement entered into this [\_\_\_\_\_] day of [\_\_\_\_\_] , sets forth the terms of the Professional relationship between [\_\_\_\_\_] (“you” or “Trader”) and **Maverick FX Capital, LLC** (the “Company”), for whom you shall render services as a member. This Agreement does not create any employment relationship whatsoever, but rather engages your services as a trader for the Company. The terms of this Agreement will create a legally binding relationship with the Company.

### 1. Compensation; Net Trading Profits

The Company and you agree that you will use your trading expertise and experience to select certain purchases and sales of securities for the Company’s account or managed accounts, subject to the Company’s method of trading and trading policies, with funds provided by the Company (“Trades”) via assigned trader logins set up by the Company (the “Proprietary Report” as defined in Section 3). Your relationship with the Company is that of a member, and not an employee or customer of the Company in any manner whatsoever. This Agreement may be terminated by either party, with or without cause, at any time, which termination shall become effective immediately unless provided otherwise herein. You will receive, as payment for your services hereunder, a certain portion of the net profits generated by your Stock Trades. The Net Trading Profits will be defined as your Marked PNL, (the “Net Trading Profits” or “Net PNL”). "Costs" is a label to the estimated expenses involved in operations including but not limited to a **pass through** of company's brokerage cost, cost of capital, software, operational, and management expenses. The company will, at its sole discretion, make best efforts to share and adjust these costs proportionate to collective activity and burden. The calculation of Net Trading Profits is exclusive of your Consultant Guarantee, discussed in Section 2. The Net Trading Profits may be allocated to both you (the “Trader Payout”) and the Company (the “Company Payout”). Net Trading Profits, "Costs" and the Payouts are more fully described in Section 4 and will be calculated on the terms set forth in Exhibit A.

### 2. Capital Allocation; Member Guarantee; Trader Losses; Right of Setoff:

The Company, at its discretion, will provide you with access to certain funds to execute the Trades (the “Capital Allocation”). In consideration for, and to induce the Company to: (i) provide you with a "Capital Allocation" and (ii) pay you any Net Trading Profits generated thereby, you agree to bear certain losses that result from your Trades.

The Company may require you to increase the amount of your equity ownership percentage as set forth in Schedule A (unless otherwise agreed to by the Company).

The aggregate amount of all such Guarantees, including the "Member Guarantee" made to the Company of any losses or other amounts that may be owed by you to the Company, is the “Net Guarantee.” Your failure to maintain a "Net Guarantee" as required by the Company may lead to the termination of this Agreement. Providing the Consultant Guarantee and the "Net Guarantee" are both properly maintained by you, the Company will provide you with the necessary "Capital Allocation" to execute Trades. You will bear any losses resulting from your Trades up to the amount of your member equity (collectively, the “Trader Losses”). You agree and acknowledge that the equity ownership is available to the Company to offset such Trader Losses in accordance with Section 5. The "Guarantee" and the "Net Guarantee" are not included in the calculation of Net PNL. If the ownership equity is reduced by the Company to offset any losses or other costs, any Net PNL generated by your Trades will first be used to replenish this amount to the required "Net Guarantee", before such funds will be eligible for either the Trader Payout or the Company Payout.

### 3. Company Account; Trader login:

The Company will use a Company account that it maintains with any securities brokerage firm that it selects (such account, the “Company Account”), to track and monitor all transactions made on

behalf of the Company. Additionally, the company will monitor and track the Member's Trades via (the "Proprietary Reports"). Each Member's Trades will be tracked separately from all other activity and transactions within the Company Account. You recognize that the creation of the "Proprietary Reports" is an accounting mechanism only and it creates no ownership rights, express or implied, to you or to any party other than the Company, beyond the terms of this Agreement. You, also, acknowledge that you have **no brokerage** relationship, account, deposits, written or implied. The Company has complete discretion and full authority to use its business judgment to select and procure any brokerage firm of its choosing. You acknowledge and, as a condition to your ability to execute Trades with the Company, agree that you will comply with any rules regulations and/or policies of such brokerage firm.

#### 4. Net P&L; Costs:

Profits shall be calculated on a monthly basis by the Company. Any disputes you may have regarding such calculations must be made within ten (10) days following the date you are paid or otherwise given notice of such calculation. Your Trader Payout will be made available to you on the 1<sup>st</sup> of the month following each month that ends with a positive Net P&L. The Company will also distribute the Company Payout at this time. All disbursements are sent on the 1<sup>st</sup> of each month. Any request for disbursement will be processed in the following month.

When possible, the Company will maintain a profit and loss record in the "Proprietary Report", reflecting all profits and losses on the trades you make therein, net of all expenses, including but not limited to Fees and "Costs" incurred by the Company for such trades to be effected in the "Proprietary Reports". The "Operational Costs" will be itemized on Exhibit A. The Company will give you prompt notice of any increase in the "Operational Costs". The net amount of the profit and loss on the Trader Login, as computed from time to time, is referred to as the "Net P&L." The Net P&L will be zero before your first trade.

If the Net P&L at the end of any month is negative, you will not be entitled to any compensation for that month, and the negative Net P&L will be subtracted from the trader's risk deposit/equity. The "Consultant Guarantee" will not be included in the calculation of either Net P&L or of Net Trading Profits. Each month will start with a Net P&L equal to the Net P&L at the end of the immediately preceding month, less any distributions, as provided herein.

#### 5. Company's Authority to Abate Trading, Termination:

The Company has full authority to abate the trading activity and/or close any of the accounts at any time, for any reason. In addition, in the event of any unforeseen problem with the Company Account or the Trader Login, including but not limited to a power outage or other act of god, you acknowledge and agree that the Company has full and complete authority to inform and direct the securities brokerage firm maintaining the Company Account to close all open positions held in the Company Account (and thus the Trader Logins) and that you shall nonetheless be responsible for the repayment of any net trading loss that may result from such actions. If the Member Equity ownership, at any time, including in the middle of a trading day, and for any reason, including a Loss Loan Repayment, falls below \$1,000, then the Company shall have the right to terminate this Agreement and all activity within your Trader Sub-Account immediately. You agree that you will: (i) make no further purchases, sales or transactions of any kind; (ii) close any open positions in the Trader Sub-Account as directed by the Company; and (iii) hereby expressly authorize the Company to take all actions that it deems appropriate or desirable in order to prevent any such purchases, sales or other transactions. If the Company does not terminate this Agreement, you may be required to make an additional equity deposit to replenish the Deposit Balance. In such case, your buying power will be restored, subject again to all of the conditions hereof and to the complete and exclusive discretion of the Company. Upon termination of this Agreement, all Net Trading Profits and/or any Security Deposit Balance, net of any Losses, Loss Loans, or Excess Amounts, and/or any other costs, fees or amounts owed by you to the Company, will be paid out to you as soon as practicable.

#### 6. No Interest on Security Deposit:

You understand that no interest shall accrue on the Member Guarantee, P&L, or any balances therein from time to time. The only compensation that you will receive hereunder will be the Trader Payout, if any.

#### 7. Mandatory Distributions:

If you have a net positive P&L in the company's Proprietary Reports at the end of each Trading Month, the Trader Payout will be: (i) credited to your Net Guarantee; (ii) set apart for you or (iii) otherwise made available to you, so you may draw upon the Trader Payout amount at that time. If you elect to NOT have the Trader Payout actually disbursed to you at that time, you must give notice to the Company when you desire such disbursement. For each year, the Net PNL for the month of the December will be made available to you on December 31. Such funds will be distributed in the normal course, however, you may be distributed the Trader Payout for the month of December at that time, upon written notice to the Company. All disbursements are sent on the 1<sup>st</sup> of each month. Any request for disbursement must be made before the 20<sup>th</sup> of each month and will be processed on the 25<sup>th</sup> of the same month. (example: all requests made in Jan 20<sup>th</sup> through Feb 20<sup>th</sup> will get processed on Feb 25<sup>th</sup>)

#### 8. No Transfer of Losses:

You understand and agree that all rights, title and interest in and to the Company Account, the Proprietary Reports and the profit and loss thereon are and shall be the property of the Company, except with regard the compensation provided to you and the balance of the Consultant Guarantee, net of any Trading Losses, if any. Therefore, any losses incurred by the Company, whether due to the Trades made in the Company Account, including in the Proprietary Reports, belong to the Company, and not to you, and by law are unavailable to you to offset any ordinary income or capital gains that you may earn during any tax year.

#### 9. Full Authority; No Conflict; Specific Indemnification:

You represent to the Company that you are lawfully able to enter into and perform this agreement, and doing so will not result in a breach or violation of any agreement to which you are a party or by which you are bound. You further agree to indemnify and hold harmless the Company from any such claims and further agree to assist the Company in any other reasonable manner to defend itself from such claims.

#### 10. Confidential Information:

You understand and agree that all software, designs, inventions, improvements, trade secrets and works of authorship owned or used by the Company or its affiliates, and all financial information, pricing strategies, client or customer lists, supplier lists all non-public know-how, operational methods, any information relating to the Company's products, software, trading systems, processes, customers and services and other information regarding the Company or its affiliates or owners and their respective business operations or procedures, constitutes valuable confidential and proprietary property of the Company and its affiliates or the persons from whom the Company has obtained the right to use same (collectively, "Confidential Information").

#### 11. Non-Disclosure of Confidential Information:

You agree that except as directed by the Company and in the ordinary course of the Company's business, you will not at any time disclose to any person or disseminate, directly or indirectly, for your own benefit or the benefit of any others, any Confidential Information, or permit any person to examine or make copies of any document, computer disk, or other media for the storage or manipulation of information, that contains or is derived from any Confidential Information, whether prepared by you or

otherwise. The provisions of this paragraph 14 and of paragraph 16 of this Agreement will survive any termination of this Agreement and any termination of your relationship hereunder with the Company.

#### 12. Non-Solicitation:

In consideration of the Company's obligations hereunder, you agree that during the term of this Agreement and for a period of one (1) years following any termination you will not solicit, retain, hire, offer to hire, refer, entice anyway or in any manner persuade or attempt to persuade any other Professional Trader, Officer, employee, consultant, advisor or other agent of the Company to discontinue his or her relationship with the Company.

#### 13. Damages upon Breach:

Any breach of this Agreement (or any of its provisions) by you will result in the immediate right of the Company to: (i) terminate the relationship created herein; (ii) abate your ability to engage in Trades; (iii) close any positions in your assigned trader login and (iv) retain any undistributed Trader Payout, Security Deposit or Equity Balance. You further acknowledge and agree that any such breach by you will constitute a complete forfeiture of any funds owed to you, including without limitation, the Member Equity and undistributed Trader Payouts.

#### 14. Obligation to Return Company Property:

You agree that upon request by the Company or in the event of the termination of this Agreement, you will immediately turn over to the Company all documents, computer disks, and other material in your possession or under your control that contain or have been derived from any Confidential Information or that relate to any work performed by you for the Company, without retaining any copies of such materials.

#### 15. Compliance with Securities Laws; No Broker Relationship:

You represent and covenant to the Company that you shall abide by all securities laws, rules and regulations with respect to all Trades selected by you, including, without limitation, laws that prohibit the use of nonpublic information in making securities transactions. **You understand that the Company is not a securities brokerage firm, and holds no license or registration from the SEC, CFTC and NASD, but is a private company engaged in trading and investing in securities for its own account.** The Company does not and will not provide to you or any other party advice on any prospective Trade or other securities transaction and does NOT hold itself out to provide any such advice, recommendation or other source of information.

#### 16. General Indemnification:

You agree to indemnify, defend and hold the Company, its corporate affiliates and their respective officers, directors, employees and shareholders harmless, from and against any loss, damage, liability, claim, cost, award and expense, including, without limitation, reasonable attorneys' fees arising out of or in connection with any breach by you of your obligations hereunder, or the enforcement by the Company of its rights hereunder.

#### 17. Choice of Law:

This agreement shall be governed by, and construed in accordance with, the substantive laws of the State of Utah, without reference to any conflicts of law principles. You and the Company agree that the Company's principal executive offices are located in the State of Utah, in the County of Salt Lake, and that it is reasonable and desirable to apply the laws of the State of Utah to any dispute between the parties hereunder. You and the Company hereby irrevocably consent to the personal and subject matter jurisdiction of the federal and state courts located in Salt Lake County, in the State of Utah with respect to any action, suit or proceeding arising out of or relating to this agreement or any of the transactions or relationships contemplated hereby.

18. No Assignment:

You may not assign any of your rights or delegate any of your duties hereunder, without the prior written consent of the Company, which consent may be withheld in the Company's sole discretion. Any attempted or purported assignment in violation hereof shall be null and void. IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date first above written.

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**Signature of Trader:**