

Mobius Asset Management, Inc

Account Documents

Advisory Agreement

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**MOBIUS ASSET MANAGEMENT, INC.
ADVISORY AGREEMENT**

This agreement ("Agreement") is entered into as of this _____ day of _____, 2010, by and between Mobius Asset Management, Inc., 14626 North 78th Way, Suite C, Scottsdale, Arizona 85260 ("Advisor")

And _____ ("CLIENT").

RECITALS:

- A. ADVISOR is engaged in the business of rendering commodity-trading advice.
- B. CLIENT desires to engage the Advisor for the purpose of obtaining commodity trading advice; and
- C. CLIENT desires to invest certain monies in trading Commodity Interests, as defined below.

NOW, in consideration of the mutual covenants contained herein, it is agreed as follows:

AGREEMENT:

1a. Client shall deposit funds and/or securities with _____, the Futures Commission Merchant, hereinafter referred to as "Broker", for an account whose level of trading risk and management fees shall be based on the "Nominal Account Size", as defined below in Section 4.B. As of the date of this

Agreement, the Nominal Account Size shall be \$ _____, which shall initially include \$ _____ of actual funds and \$ _____ of notional funds.

1b. Client understands the Advisor offers four trading programs. The Client hereby selects:

Combo Trading Program / Custom Trading Program / Diversified Trading Program / Energy Weighted

(Please circle and initial selected program)

2. Client may increase the Nominal Account Size by depositing additional actual funds with the Broker, or increasing the notional fund allocation in such amount, as Client shall determine with concurrence of the Advisor, on or before the second business day prior to the effective date of such increase. Client may only decrease the Nominal Account Size through the reduction of actual funds or notional funds (in each case, a "withdrawal") and only upon written notice received by the Advisor at least two business days prior to the effective date of such withdrawal. Nominal Account Size will increase by the amount of profits and decrease by the amount of losses.

3. Client hereby makes constitutes and appoints Advisor as authorized representative and attorney-in-fact and is given full power and authority to purchase and sell Commodity Interests on margin and or options but not limited to (including but not limited to domestic and foreign futures contracts and options on futures contracts, forward contracts, and cash commodities) in said account, and hereby authorizes Advisor to supervise and manage said account on his/its behalf. The Advisor will have full discretionary authority to make all trading decisions for the account, without prior consultation with Client and without prior notice to or approval from Client. Client shall make no trading decisions for the account. (Client's accounts and risk)

4. Advisor charges and Client agrees to pay: a quarterly incentive fee of 20% of Trading Profits, defined below, as of the end of each calendar quarter (and as of the day this Agreement terminates); and a monthly management fee of .166 % of the Nominal Account Size (2% annually) as of the end of each calendar month (and as of the day this Agreement terminates). Fees, which will be deducted directly from the Client's account, will be determined as follows:

A. The Advisor will receive a quarterly incentive fee of 20% of "Trading Profits". Trading Profits for purposes of calculating the Advisor's incentive fees during a calendar quarter shall mean the cumulative profits (over and

above the aggregate of previous period profits as of the end of any calendar quarter) during the calendar quarter (after deduction for brokerage fees paid but before deducting the Advisor's incentive and management fees payable). until future Trading Profits for the ensuing calendar quarters exceeds the Carry forward Loss. If Trading Profits are positive at time of a withdrawal, the incentive fees accrued on that portion of the Trading Profits attributed to the withdrawn funds shall be deemed due and payable at that time.

B. The Advisor will receive a monthly management fee of .166 % of the Nominal Account Size set forth in Section 1 hereof (2 % annually). Nominal Account Size shall mean an account's total assets less total liabilities, to be determined on the basis of generally accepted accounting principles, consistently applied, unless otherwise specified below. Nominal Account Size will include the sum of all cash, Treasury bills and other interest-bearing obligations at their cost plus accrued interest, all other accrued interest earned by the Client on its assets, any dollar amount that the Client has stated is subject to the Advisor's trading discretion but may not be deposited in the trading account, whether treated as notional funds, committed funds, or otherwise, and the current market value of all open commodity positions, as indicated by the settlement price determined by the exchanges on which such positions are maintained. If there are no trades on the date of the calculation due to the operation of the daily price fluctuation limits or due to closing of the exchange on which positions are maintained, the contract will be valued at the nominal settlement prices as determined by the exchange. No reduction shall be made for brokerage commissions and other charges, which would be incurred upon liquidation. The management fee will be paid to the Advisor whether or not trading has been profitable. Management fees accrued on funds withdrawn from Client's account is deemed due and payable at the time of the withdrawal. Client understands that since the Nominal Account Size may include notional funds, Client may be paying a management fee not only on actual funds but on notional funds as well. As a result, the management fee expressed as a percentage of the actual funds may be higher than that set forth above.

C. Management fees will accrue and be billed monthly. Incentive fees will accrue and be paid quarterly. Within a reasonable time after the end of each month, with respect to management fees, and quarter, with respect to incentive fees (and/or the day this Agreement terminates), the Advisor will prepare a statement setting forth the amount of management and incentive fees payable and shall furnish such statement to the Broker who will be directed to deduct and pay such fees directly from Client's account. Client agrees that management and incentive fees are due and payable within five business days of the date of an invoice.

5. Client understands and agrees that commissions and Broker fees are subject to change at any time. Client is responsible for excess floor brokerage, administrative "give-up", and intermediary FCM transfer fees, incurred by the trading of Client's account.

6. Client is aware of the speculative nature and high risks associated with trading Commodity Interests, including the risk that Client may incur trading losses in an amount exceeding capital contributed to the account. Client acknowledges that trading profits or freedom from losses in trading commodity interests cannot be guaranteed, and that the Advisor cannot and does not imply or guarantee that Client will make a profit. It is agreed that the Advisor, its principals, its employees, and its affiliates or agents will not be held responsible or liable for any trading losses in Client's account. The Client is liable in full for obligations of the account in excess of funds contributed initially

7. Client agrees that in the absence of willful misconduct or gross negligence, the Advisor shall not be liable for any act or omission in the course of or in connection with the rendering of its service hereunder, including any losses incurred by Client as the result of a trading error by the Advisor. Client shall indemnify the Advisor's principals, its employees, and its 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 willful misconduct or gross negligence of the Advisor.

8. Client recognizes that the Advisor will transmit orders on Client's behalf to Broker. The Advisor also shall have the right to enter orders with such independent floor brokers or other FCM's as it may choose with instructions to "give-up" such trades to the Broker. The Advisor's responsibilities with respect to any of Client's transactions shall be fulfilled at the time that a complete order has been transmitted to the Broker or such independent broker. The Advisor shall not be responsible for any acts, omissions or errors of the Broker or such independent broker in executing such orders. It is the sole responsibility of the Broker to furnish Client with daily and monthly statements of all transactions

9. Client acknowledges that he has received, read, and understood the Disclosure Document dated September 30th, 2009 pertaining to the Advisor's Disclosure Document. In entering into this Agreement, Client has relied on the information contained in this Disclosure Document and understands that no one has been authorized by the Advisor to make statements in addition to, or inconsistent with, those contained therein.

10. Client may terminate this Agreement upon written notice sent to and received by the Advisor at least Two business days prior to the effective date of such termination. The Advisor may terminate the Agreement at any time by informing the Client. The Advisor may, if it chooses, liquidate the Client's positions immediately upon termination of the Agreement.

11. The services rendered hereunder are not exclusive and Client acknowledges that the Advisor presently renders advisory and consulting services to other clients. The Advisor, its principals, its employees, and its affiliates may trade Commodity Interests for their own account.

12. This Agreement shall not be assigned by Client or Advisor without the written consent of both parties and shall be binding upon the parties hereto, their heirs, respective legal representatives, successors and assignees.

13. This Agreement and all transactions subject to the Agreement shall be governed by the Commodity Exchange Act, as amended; the rules, regulations and orders promulgated under such Act by the Commodity Futures Trading Commission; the rules and regulations of the National Futures Association; and, where applicable, the laws of the State of Arizona applicable to the construction and enforcement of contracts made in that state. If any provision is found unenforceable, then this Agreement shall be enforced and construed as if the invalid portion did not exist. Disputes if any will be conducted in the county of Maricopa, state of Arizona.

14. The Client may voluntarily submit disputes with the Advisor to arbitration. If the client elects to submit all future disputes involving commodity future contracts or commodity options contracts, the client must sign the attached Arbitration Agreement rider

15. The following includes special terms agreed to by the Client and the Advisor:

16. This Agreement contains the final and complete agreement between the parties and may not be altered or modified without the signed written consent of all parties.

17. Any notices required to be given shall be in writing and sent by certified or registered mail, return receipt requested, to **Mobius Asset Management, Inc., 14626 North 78th Way #C, Scottsdale, Arizona 85260**, Attention: John Mc Lane and to the Client at the address set forth below his signature to the Agreement. Either party may change their address by giving notice in writing to the other party stating his new address. Commencing on the tenth day after the giving of such notice, such newly designated address shall be the party's address for the purpose of all notices or communications required or permitted to be given pursuant to this Agreement. Notices sent to Client from the Advisor shall be deemed to be given as of the close of business on the first business day after the mailing and will be sent to the address given in this Agreement. Notices to the Advisor from Client shall be deemed given as of the close of business on the day two after such notices are actually received by the Advisor.

18. Client represents that it is in compliance with all laws applicable to its operation. It further represents and warrants that it has full right, power and authority to enter into this Agreement, given the actions contemplated to be taken hereunder, and the performance hereof will not cause Client to be in non-compliance with any laws applicable to its operation. In the event that any provision of this Agreement is deemed invalid or unenforceable for any reason whatsoever, then such provision shall be modified to the minimum extent necessary to make it or its application valid or enforceable, and the remaining conditions and provisions shall remain in full force and effect.

In Witness Whereof, the parties execute this Agreement as of the day and year written herein.

Client Signature(s): _____

Title (If Partnership, Corporation or Other Entity): _____

Address: _____

Date: _____

By: _____
Mobius Asset Management, Inc.

**AUTHORIZATION TO SEND DUPLICATE
RECORDS TO MOBIUS ASSET MANAGEMENT, INC.
AND FEE PAYMENT AUTHORIZATION**

FCM: _____

Billing Address: _____

Attention: _____

Phone: _____

Fax: _____

E-Mail _____

Gentlemen:

You are hereby authorized to send copies of daily confirmations and monthly activity statements for my account to **Mobius Asset Management, Inc.** (the "Advisor") whom I hereby designate as my agent-in-fact for this purpose.

The management fee and the incentive fee (as described in the Mobius Asset Management, Inc. Advisory Agreement) are due and payable upon the close of business on the last day of each calendar period. The Advisor shall be solely responsible for determining the amount of such Fees, and you are directed to comply with billing instructions you receive from the Advisor.

Date: _____

Client(s) Signature: _____

Title: _____

Account Number: _____

**MOBIUS ASSET MANAGEMENT, INC.
ARBITRATION AGREEMENT RIDER**

You (the "Client") may voluntarily agree to submit your disputes with Mobius Asset Management, Inc. (the "Advisor") to arbitration. If you sign this rider to the Mobius Asset Management, Inc. Subscription Agreement, you will have agreed to submit all future disputes with the Advisor to arbitration if such disputes involve futures contracts or commodity option contracts.

If you sign this section of the Agreement and a dispute arises you will have a choice of at least three qualified arbitration forums. You will be provided with a list of such forums when you notify the Advisor that you intend to submit a dispute to arbitration or when the Advisor notifies you that the Advisor intends to submit a dispute to arbitration.

If a dispute is submitted, you will have the right to have the dispute heard by a mixed panel. A mixed panel is composed of one or more arbitrators where the single arbitrator or a majority of arbitrators are not associated with any contract market, the members of any contract market, or the employees of members of any contract market. If the dispute is heard by a registered futures association, a mixed panel will be composed of a majority of arbitrators who are not associated with the registered futures association, its members, or the employees of its members. If you choose to have a dispute heard by a mixed panel, the Advisor will pay incremental fees, which may be assessed by the arbitration forum for providing a mixed panel, except that you may be required to pay such fees if the arbitrators in the proceeding decide that you acted in bad faith in initiating or conducting the proceeding.

THREE FORUMS EXIST FOR THE RESOLUTION OF COMMODITY DISPUTES: CIVIL COURT LITIGATION, REPARATIONS AT THE COMMODITY FUTURES TRADING COMMISSION ("CFTC") AND ARBITRATION CONDUCTED BY A SELF-REGULATORY OR OTHER PRIVATE ORGANIZATIONS.

THE CFTC RECOGNIZES THAT THE OPPORTUNITY TO SETTLE DISPUTES BY ARBITRATION MAY IN SOME CASES PROVIDE MANY BENEFITS TO CUSTOMERS, INCLUDING THE ABILITY TO OBTAIN AN EXPEDITIOUS AND FINAL RESOLUTION OF DISPUTES WITHOUT INCURRING SUBSTANTIAL COSTS. THE CFTC REQUIRES, HOWEVER, THAT EACH CUSTOMER INDIVIDUALLY EXAMINE THE RELATIVE MERITS OF ARBITRATION AND THAT YOUR CONSENT TO THIS ARBITRATION AGREEMENT BE VOLUNTARY.

BY SIGNING THIS AGREEMENT, YOU: (1.) MAY BE WAIVING YOUR RIGHT TO SUE IN A COURT OF LAW AND (2.) ARE AGREEING TO BE BOUND BY ARBITRATION OF ANY CLAIMS OR COUNTERCLAIMS, WHICH YOU OR THE ADVISOR MAY SUBMIT TO ARBITRATION UNDER THIS AGREEMENT. YOU ARE NOT, HOWEVER, WAIVING YOUR RIGHT TO ELECT INSREAD TO PETITION THE CFTC TO ISTITUTUE REPARATIONS PROCEEDINGD UNDER SECTION 14 OF THE COMMODITY EXCHANGE ACT WITH RESPECT TO ANY DISPUTE WHICH MAY BE ARBITRATED PURSUANT TO THIS AGREEMENT. IN THE EVENT A DISPUTE ARISES YOU WILL BE NOTIFIED IF THE ADVISOR INTENDS TO SUBMIT THE DISPUTE TO ARBITRATION. IF YOU BELIEVE A VIOLATION OF THE COMMODITY EXCHANGE ACT IS INVOLVED AND IF YOU PREFER TO REQUEST A SECTION 14 "REPARATION" PROCEEDING BEFORE THE CFTC, YOU WILL HAVE 45 DAYS FROM THE DATE OF SUCH NOTICE IN WHICH TO MAKE THAT ELECTION.

YOU NEED NOT SIGN THIS AGREEMENT TO OPEN AN ACCOUNT WITH THE ADVISOR.

I hereby agree to submit all disputes with the Advisor, which involve commodity futures contracts or commodity options contracts to arbitration. Where applicable, this Agreement shall be subject to the Commodity Exchange Act and the rules and requirements of the National Futures Association.

Date: _____ By: _____
Mobius Asset Management, Inc.

Client(s) Signature: _____

Client(s) Printed Name: _____

Title: _____

CORPORATE REPRESENTATION AND INDEMNIFICATION

In connection with opening and maintaining an account or accounts with Mobius Asset Management, Inc. and its agents (collectively referred to as "Advisor"), this corporation represents, warrants and agrees as follows:

1. In the event the Resolution of the Board of Directors concerning the opening and maintaining of an account or accounts with the Advisor, which were certified to on the _____ day of _____,

_____ is rescinded or amended at any time, or any of the representations and warranties in the Advisory Agreement or any ancillary document signed on behalf of the Corporation ceased to be true and accurate at any time, the Corporation will promptly notify the Advisor thereof at the address for notices set forth in the Advisory Agreement; and

2. The Corporation shall indemnify and hold harmless the Advisor, its agents and their representative successors and assigns, against and from any and all loss, damage or liability incurred because any such representation or warranty is, at any time, not true and correct, of claims that actions or instructions of any authorized person were not dully authorized by the Corporation, or the Advisory Agreement, or any such ancillary document shall not have been fully performed by the Corporation.

CORPORATION'S NAME: _____

BY: _____

TITLE: _____

DATE: _____

I certify that _____ is _____ of _____,

_____ and that he/she is duly authorized to execute this Agreement on behalf of the Corporation, and that the above signature is his genuine signature.

Secretary

(Corporate Seal)

Printed Name

CERTIFIED RESOLUTIONS OF BOARD OF DIRECTORS

I, _____, hereby certify I am the duly elected and qualified Secretary of _____ (the Corporation), a corporation organized and existing under the laws of _____ (state or country), that as secretary I have custody of the records of the corporation, that the following resolutions were duly adopted by the

Board of Directors at a meeting thereof on the _____ day of _____, _____, of which meeting all of the directors of the Corporation were duly notified in accordance with applicable statutes and the Corporation’s charter and by-laws, and that such resolutions have not been rescinded or amended and are now in full force and effect:

WHEREAS, the Corporation has full corporate power and authority under its charter and by-laws and the laws of its domicile to enter into contracts for the purchase, receipt, sale and delivery of commodities, contracts for the future delivery of commodities (collectively referred to as “Commodity Contracts”).

RESOLVED, that the Corporation can open and maintain an account or accounts with Mobius Asset Management, Inc. and its agents (collectively referred to as the “Advisor”) and any successor partnership, corporation or entity under the Advisor’s control and direction for the execution of orders for the purchase and sale of Commodity

Contracts, on margin or otherwise, that _____ (and) _____ is/are authorized to execute an Advisory Agreement and any ancillary document with the Advisor and to open one or more accounts with the Advisor, and is further authorized to give oral or written instructions to the Advisor on behalf of the Corporation for purchase, sales, delivery of property, and all other matters relating to the conduct of said account or accounts to the fullest extent;

FURTHER RESOLVED, that notices and demands upon the Corporation made by the Advisor in connection with the Corporation’s account or accounts may be delivered by the Advisor verbally or in writing to any of the above-designated persons or to the Corporation:

FURTHER RESOLVED, that _____ is authorized to appoint in writing without further corporate resolution additional persons to exercise the authority conferred upon the persons named above; and

FURTHER RESOLVED, that this resolution shall remain in force and effect until written notice of its modification or revocation shall be delivered to and received by the Advisor.

Witness my hand and the corporate seal of the Corporation this ____ day of _____, _____.

Secretary

Printed Name

(Corporate Seal)

**PARTNERSHIP and LIMITED LIABILITY COMPANY
REPRESENTATION and INDEMNIFICATION**

In consideration with the opening and maintaining of an account or accounts with Mobius Asset Management, Inc. and its agents (collectively referred to as "Advisor") I,

_____, hereby certify that:

1. I am the _____ of _____,
a Partnership/Limited Liability Company (circle one) organized and existing under
the laws of _____ (the "Partnership").
2. The Partnership has full power and authority under its certificate of formation and operating agreement and the laws of its domicile to enter into contracts for the purchase, receipt, sale and delivery of commodities, contracts for the future delivery of commodities (collectively referred to as "Commodity Contracts").
3. I have full power on behalf of the Partnership to (a) open an account or accounts with the Advisor and any successor partnership, corporation or entity under the Advisor's control and direction for the execution of orders for the purchase and sale of Commodity Contracts, on margin or otherwise, (b) execute an Advisory Agreement and any ancillary document with the Advisor and to open one or more accounts with the Advisor, an (c) to give oral or written instructions to the Advisor on behalf of the partnership for the purchases, sales, delivery of property, and all other matters relating to the conduct of said account or accounts to the fullest extent
4. The Partnership and I, jointly and severally, shall indemnify and hold harmless the Advisor, its agents and their respective successors and assigns, against and from any and all loss, damage or liability incurred because any such representation or warranty is, at any time, not true and correct.

PARTNERSHIP'S NAME: _____

BY: _____

TITLE: _____

DATED: _____