



PROP FIRM MANAGEMENT AGREEMENT

This Agreement is made between LEFTURN Inc, (“LEFTURN”) and _____ (hereinafter referred to as “Customer”) this ___ day of _____, 200_.

WHEREAS, the Customer desires and is permitted to engage in speculative trading in over-the-counter foreign exchange (currencies) on a cash, spot, or forward basis (“Foreign Exchange”).

WHEREAS, the Customer represents that he has speculative capital for the principal purpose of trading in Forex Transactions and has been informed and is fully cognizant of the possible high risks associated with such investments. As used in this Agreement, “Forex Transaction” shall mean any transaction involving the purchase and sale of foreign currencies for spot or forward delivery or a currency option in the inter-bank market.

WHEREAS, the Customer desires to have LEFTURN retain sub-advisors to direct transactions on behalf of the Customer involving the purchase and sale of foreign currencies for spot or forward delivery and currency options subject to the terms and conditions set forth herein.

WHEREAS, the Customer has asked LEFTURN through the sub-advisors to make investment decisions for the Customer in the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the above recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Customer’s Account. Customer will open a Foreign Exchange trading account (“the Account”) with LEFTURN with an initial deposit of at least five thousand U.S. dollars (\$1000.00). Such account may be subject to one or more prime brokerage or give-up agreements. The initial deposit, all subsequent deposits to and withdrawals from the Account, and all transactions effected in the Account shall be subject to this Foreign Exchange Management Agreement. Customer may add to the case balance of the Account at any time. Customer agrees to give LEFTURN at least twenty-four hours prior written notice before de-allocating any funds from the Account and seventy-two hours prior written notice before withdrawing funds from the Account. All provisions of the Customer Agreement between LEFTURN and Customer shall remain in full force and effect and shall control.

2. Authorization of Manager and Sub-Advisors. Customer authorizes LEFTURN to enter orders on behalf of the Account for Forex Transactions. Further, Customer authorizes LEFTURN, in LEFTURN's sole discretion, to retain (and dismiss) one or more sub-advisors (individually, a "Sub-Advisor" and collectively the "Sub-Advisors") to place orders for Forex Transactions with LEFTURN in the name of and for the sole account and risk of the Customer. Customer agrees to execute a Limited Trading Authorization and Power of Attorney with LEFTURN authorizing LEFTURN or the Sub-Advisors the authority to transact Foreign Transactions in Customer's

Account. LEFTURN shall have discretionary authority to make all trading decisions for the Account, without prior consultation with Customer and without prior notice to or approval from Customer with respect to such trading decision. Customer will not enter any orders in the Account and will not authorize or permit any other person to do so unless such person is appointed by LEFTURN to be a Sub-Advisor. All Forex Transactions that are entered by the Sub-Advisor may be entered in the Sub-Advisor's sole discretion, without prior notice to, or consent of, the Customer.

3. Trading Strategy. In managing the Account, LEFTURN agrees to use its best judgment and efforts for the Customer's benefit. However, the parties agree that the Customer shall bear all risk of gain or loss in the Account and all expenses of the Account. No assurance can be given that either LEFTURN's advice or that advice of the Sub-Advisors will result in profits or will not result in losses for the Customer. LEFTURN and/or the Sub-Advisors may use stop-loss orders; however, in the event that a stop-loss order is placed, there can be no assurance that the stop-loss order will protect the Account against losses.

4. Prop Firm Rules. LEFTURN shall ensure all trading rules are followed at all times. This includes no copy trading, use of third-party EAs, protecting Customer from potential IP address violations and following all other rules pertaining to the account.

5. Compensation.

(a) LEFTURN shall be paid a performance fee of 40% percent whenever the Customer receives a payout from the prop firm

6. Risks. All Forex Transactions directed by the Sub-Advisors hereunder shall be in the name and for the account and risk of the Customer. The Customer understands and acknowledges that Forex Transactions involve conflicts and a substantial risk of loss due to, among other factors, the fact that such transactions are executed through LEFTURN acting as a principal; that Forex Transactions generally are not regulated by banking authorities or other U.S. regulatory agencies; that trading in Forex Transactions may be highly illiquid and an unusually wide spread may exist between the price at which a counterparty is willing to purchase and sell particular foreign currencies; and that credit controls may be imposed by governmental authorities or other actions taken by governmental authorities which may significantly increase the risk of loss to the Customer or affect the ability of any party to fulfill its obligations to the Customer. The Customer further acknowledges that LEFTURN makes no guarantee whatsoever that the Forex Transactions contemplated hereunder will be profitable or will not result in losses.

7. Conflicts of Interest.

- (a) LEFTURN and the Sub-Advisors, and their respective principals, employees, agents

and affiliates may manage the accounts of customers. If LEFTURN or the Sub-Advisors place the same or similar orders at or about the same time for its customers' accounts, all such accounts may compete for the same or similar positions and, depending upon whose order is placed first, the difference in timing may result in some accounts receiving better prices than other accounts.

(b) In addition, LEFTURN and the Sub-Advisors may have a conflict of interest in rendering advice to Customer because the financial benefit from managing other customers' accounts may be greater, which may provide an incentive to favor such other accounts. While LEFTURN and the Sub-Advisors might have an incentive to favor another customer over Customer, neither LEFTURN nor the Sub-Advisors will knowingly do so.

(c) A potential conflict of interest exist in that LEFTURN profits due to commission generated by trading volume. As the manager or advisor firm, LEFTURN will charge commissions, sometime in the form of a markup not to exceed 2 pips per trade or \$200.00 per million traded

8. Representations and Warranties.

- (a) LEFTURN represents and warrants the following to the Customer:

(1) LEFTURN is duly formed as a corporation under the laws of the State of Texas, authorized to do business in Texas.

(2) LEFTURN has the power to execute and deliver this Agreement and any other documentation relating to this Agreement and to perform its obligations under this Agreement and has taken all necessary action to authorize such execution, delivery and performance. Such execution, delivery and performance do not violate or conflict with any law applicable to LEFTURN, the constitutional documents of LEFTURN, any order or judgment of
— any court or other governmental agency, or any contractual restriction binding on or affecting LEFTURN.

- (b) The Customer represents and warrants the following to LEFTURN:

(1) The Customer is aware of the highly speculative nature of, and risks of loss inherent in, Forex Transactions and is financially capable of engaging in such trading.

(2) The Customer has significant additional assets beyond the value of the Account and any funds that may in the future be committed to the Account. Further, Customer represents and warrants that he is financially able to accept the risks of Forex Transactions and to bear the loss of the funds deposited in the Account.

(3) The Customer acknowledges that it, and not LEFTURN or sub-advisors, is responsible for making any and all margin payments and paying all commissions and other fees, costs, and expenses charged to the Account.

(4) The Customer acknowledges that any losses from the transactions in the Account are the sole responsibility of Customer and not LEFTURN or the sub-advisors.

(5) The Customer acknowledges that LEFTURN makes no guarantee or representation that the Account will be profitable.

(6) The Customer acknowledges that the advice and transaction effected by LEFTURN and/or the sub-advisors may be subject to the Commodity Exchange Act, the regulations of the Commodity Futures Trading Commission, or the rules of the National Futures Association.

(7) The Customer, if an entity, is duly formed under the laws of the jurisdiction in which it is organized. The Customer, if an individual, is of legal age to be bound by this Agreement and is legally competent, and that no other person has, or will have as a result of any action of Customer, any interest in or right to the Account, except as fully disclosed to LEFTURN in the Account Agreement.

(8) The Customer has the power to execute and deliver this Agreement and any other documentation relating to this Agreement and to perform its obligations under this Agreement and has taken all necessary action to authorize such execution, delivery, and performance. Such execution, delivery and performance do not violate or conflict with any law applicable to the Customer, the constitutional documents (if any) of the Customer, any order or judgment of any court or other governmental agency, or any contractual restriction binding on or affecting the Customer. All governmental and other consents that are required to have been obtained by the Customer with respect to this Agreement have been obtained and are in full force and effect.

(9) The Customer warrants that funds being deposited and traded have not originated from any illegal activity.

(10). The Customer acknowledges that LEFTURN is not qualified to give, and has not given, any advice with respect to the tax treatment of profits or losses in the Account.

9. Relationship of the Parties. LEFTURN is an independent contractor and this Agreement shall not be deemed to establish a joint venture between LEFTURN and the Customer and nothing herein contained shall be construed as creating a general partnership or other similar relationship or as authorizing any party to act as general agent or to enter into any contract or other agreement on behalf of any other party except as otherwise expressly provided herein.

10. Standard of Liability and Indemnity. LEFTURN shall not be liable to Customer or to any third party except by reason of acts that constitute gross negligence, bad faith or intent to defraud. Customer will indemnify, hold harmless, and defend LEFTURN and its employees, officers, shareholders, affiliates and agents, from and against any liability, loss cost, damage, or expense (including attorney's fees) and any amount paid in settlement thereof to which any of them may become subject to in acting pursuant to or in furtherance of this Agreement or in connection with any transaction for the Account.

11. Term of Agreement. Either party may terminate this Agreement at any time upon at least three business days' prior written notice to the other. Upon receipt of a notice of termination from the Customer, or if LEFTURN gives notice of termination to the Customer, LEFTURN shall work with the Customer in good faith to use its best efforts to assure to the extent

practicable that there is an orderly wind-down of positions in the Account. Once notice of termination is received, LEFTURN shall liquidate all Account positions as promptly as practical.

12. Notices. All notices or other communications shall be in writing and shall be delivered personally or sent by air courier, fax or registered mail, return receipt requested and shall be effective when delivered personally on the day delivered, or when given by fax or by registered or certified mail on the day of receipt. Notices intended for LEFTURN shall be sent to the attention of LEFTURN's Director of Compliance and addressed to LEFTURN Inc, 330 Bay Street, Toronto, Ontario, Canada. Notices intended for the Customer shall be sent to the address of the Customer in the records of LEFTURN.

13. Waivers and Amendments. None of the provisions of this Agreement may be amended or waived except by a written instrument duly executed by the party to be charged therewith. No waiver of any right or remedy or any breach of or default under any provision of this Agreement shall constitute a waiver of any other right or remedy for any breach of or default under any other provision or of any other breach of or default under the same provision.

14. Services Non-Exclusive; Confidentiality. LEFTURN's present business includes managing accounts for investors in Forex Transactions and providing advice on Forex Transactions, and LEFTURN will be managing accounts for other clients during the same period that it is managing the Account. LEFTURN's services provided hereunder are not exclusive and LEFTURN, its principals and affiliates shall be free to render similar services to others, and to manage other clients' accounts and to use the same or other information, trading programs or formulae and trading strategies which they obtain, produce or utilize in the performance of services for the Customer. The Customer recognizes that the results obtained by LEFTURN from time to time for such other accounts may be more favorable than the results obtained for the Customer. The Customer acknowledges that LEFTURN may charge fees for its services for other accounts different from those charged to the Customer and that trading for accounts other than the Customer's Account may increase the level or competition with respect to Forex Transactions. The Customer acknowledges that the advice given by LEFTURN is the confidential property of LEFTURN, and the Customer will not disclose the same to third parties without the prior written consent of LEFTURN. The Customer will use any such confidential information solely to monitor LEFTURN's performance on behalf of the Customer. Nothing in this Agreement shall require LEFTURN to disclose the details of its trading systems and strategies.

15. No Waiver. No provision of this Agreement may be waived or amended unless the waiver or amendment is in writing and signed by both Customer and an authorized officer of LEFTURN. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by LEFTURN or LEFTURN's agents to assert LEFTURN's right under this Agreement on any occasion or series of occasions. No oral agreements or instructions to the contrary shall be recognized or enforceable. This instrument and the attachments hereto embody the entire agreement of the parties, superseding any and all prior written and oral agreements and there are no other terms, conditions or obligations other than those contained herein.

16. Assignability. This Agreement shall not be assignable by Customer. Any assignment by LEFTURN to another entity shall be valid and enforceable. LEFTURN shall also have the right to assign to any third party its right to collect and/or bring an action for any amounts owing to it under this Agreement.

17. Invalid Provisions; Governing Law; and Jurisdiction. This Agreement shall be governed by the substantive laws of the Province of Ontario. The invalidity or unenforceability of any provision or any portion of any particular provision herein shall not affect the validity of any other provision. In addition, if it shall be determined that any provision violates the public policy of the Province of Ontario, or any Ontario or Federal statutes, then such provision shall be reconstructed or modified to allow such provision to be in conformity with Ontario public policy or such Federal statute. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party. The parties agree that all actions, disputes, claims or proceedings, including, but not limited to, any arbitrations proceeding, arising directly or indirectly in connection with, out of, or related to or from this Agreement, any other agreement between the Customer and LEFTURN, whether or not initiated by LEFTURN, shall be adjudicated only in courts or other dispute resolution forums whose situs is within the City of Toronto, Province of Ontario. Customer hereby specifically consents and submits to the jurisdiction of any State or Federal Court, or arbitration proceedings located within the City of Toronto

18. Agreement Binding. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. Miscellaneous Provisions. Whenever necessary in this Agreement and where the context admits, the singular term and related pronoun shall include the plural and vice-versa, and the masculine and neuter terms shall be interchangeable. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. Any captions appearing in this Agreement are inserted as a matter of convenience and for reference only and shall not define, limit, or describe the scope and intent of this Agreement or any of the provisions thereof. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

20. Acceptance. The parties agree that this Agreement shall not be deemed to have been accepted by LEFTURN or become a binding contract between Customer and LEFTURN until approved at LEFTURN's main office and signed by LEFTURN's authorized representative.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

[Customer]

LEFTURN Inc.

By: (Sign here) _____

Name: (Print) _____

Title: _____

Date: _____

Michael Harding - CEO

Please return the entire agreement via email to info@manage.forex