



CORPORATE APPLICATION FORM

IMPORTANT NOTICE

You may sign this application form by printing and signing it in wet signature. In addition, pursuant to the Electronic Transaction Act 2000, you may also sign this application form by using an electronic signature. Please note however that The Investment Platform can only accept e-signature using Adobe. Should you wish to sign this document using an e-signature please email us on info@theinvestmentplatform.co.uk with subject **E-SIGNATURE OF TIP FORM** prior to completing this form. We shall thereafter send you the requirements for signing the application using an electronic signature.

GUIDELINES FOR COMPLETING THIS APPLICATION FORM



By completing this Application Form and transferring funds to The Investment Platform ("TIP") you acknowledge that the Account being opened for your holdings is part of The Investment Platform Account, a custody account held with the Mauritius Commercial Bank Limited. Further you acknowledge that The Investment Platform is for the transfer of any of your holdings to The Investment Platform Account, which will be assigned a unique designation.

You are also required to sign the Investment Advisory Agreement (the "**Agreement**"), appointing Satori Consultancy (MUR) Ltd as investment advisor (the "**Investment Advisor**").

Declaration in connection with money laundering and terrorist financing

Applicant to Date and Sign the form here required.

Indemnity for Transmission by Email

Applicant to date, complete and sign the Indemnity Form. This will be required for email communication to the Investment Advisor.

Appointment of Authorised Person Form

To be dated, completed where relevant and signed by the applicant(s) and authorised person. Please send scanned copies of the completed application form to info@theinvestmentplatform.co.uk and once all is confirmed in order the originals should be send to the following address. Please note that the account cannot be opened until the Administrator, OPEN SKIES MANAGEMENT SERVICES LTD, is in receipt of the original application form and supporting documents.

OPEN SKIES MANAGEMENT SERVICES LTD
2nd Floor Ebene House., 33 Cybercity, 72201 Ebene,
Tel: +230 468 1044

The Investment Platform ("TIP") is a trading name of Satori Consultancy (MUR) Ltd, a Global Business Category 1 Company licensed by the Financial Services Commission in Mauritius as an Investment Adviser (Unrestricted). TIP is a discretionary product of Satori Consultancy (MUR) Ltd and it is a platform that offers clients the possibility to invest in an array of assets offered by the Platform. Please note that the value of investments on TIP may go down as well as up and you may not get back the amount invested. Movements in the values of currencies may also affect the value of your holdings. Furthermore, the value of shares may be adversely affected by fluctuations in exchange rate between the reference currency and the base currency of the assets.

All reasonable precautions have been taken to ensure the accuracy, security and confidentiality of information made available to TIP.

The information contained in this application form is directed only at persons or entities in any jurisdiction or country where access to that information and the use thereof is not contrary to local law or regulation. The Investment Platform's investment products are available only to investors who (i) are not US Persons or (ii) if US Persons, are "accredited investors" as such term is defined in Regulation D of the United States Securities Act of 1933, as amended. Investment through TIP is only suitable for sophisticated investors who are able to bear the risks involved, believe that the investment is suitable based upon their investment objectives and financial needs and have less need for short term liquidity of investments. Past performance is not an indication of future performance.

Satori Consultancy (MUR) Ltd and TIP do not provide tax, legal or accounting advice. This application form is not intended to provide, and should not be relied on for, tax, legal or accounting advice.

You should consult your own tax, legal and accounting advisors before engaging in any transaction.

CORPORATE ACCOUNT DETAILS

Date:

I/We hereby request you to set up an Account as per the particulars hereunder:

SECTION 1 - CORPORATE DETAILS

Registered Name					
Registered Address					
Country of Registration					
Registration Number					
Date of incorporation/est.					
Is the entity regulated?	No	Yes	(If yes provide license number below)		
Entity License Number	(Please submit authorisation or licence of the regulated entity)				
Legal Status (please tick as appropriate)	Public Company Parastatal Body	Private Company Cooperative	Club Other (please specify)	Association	Pension Fund
Authorised Share Capital					
Issued Share Capital					
Significant Shareholders					
Telephone Number					
E-mail address					

SECTION 2 - ACCOUNT DETAILS

Account(s) Required	Currency:	USD	EUR	GBP	Other (please specify)
Account Designation					If required, please specify any special identification to be added to the account description
Authorised Person	No	Yes	(if yes, please complete 'Appointment of Authorised Person' form)		
Correspondance Address					(Please indicate to which address you wish all correspondence (incl. notices, statements, reports to be sent)
Valuation Currency (please tick as appropriate)	USD	EUR	GBP	Other (please specify)	
				(Specify the currency in which you wish to receive valuations of your Account)	

To:
The Investment Advisor
C/o OPEN SKIES MANAGEMENT SERVICES LTD
2nd Floor Ebene House,
33 Cybercity, 72201 Ebene,
Republic of Mauritius



Dear Sirs

Declaration in connection with money laundering and terrorist financing

I/We being the director (s) hereby expressly declare that the Company have neither been involved nor is currently involved, directly or indirectly, either individually or together with any other person(s), in any money laundering or terrorist financing activities, including but not limited to:

1. being engaged in any transaction that involves property which is, or in whole or in part directly or indirectly represents, the proceeds of any crime;
2. receiving, being in possession of, concealing, disguising, transferring, converting, disposing of, removing from or bringing into Mauritius or any other jurisdiction any property which is, or in whole or in part directly or indirectly represents, the proceeds of any crime; and
3. making and accepting any payment in cash in excess of **five hundred thousand (500,000) Mauritian Rupees or an equivalent in foreign currency**, or such amount as may be prescribed under the Financial Intelligence and Anti- Money Laundering Act 2002.

I/We being the director (s) hereby most formally and solemnly affirm that the declarations made above are true, complete and accurate in all respects, and undertake to immediately notify The Investment Advisor of any act or thing which would render the above declarations inaccurate and untrue.

I/We being the director (s) hereby expressly agree that I/we shall remain personally liable towards The Investment Advisor for any misrepresentation in relation to the above declarations and any act or thing which would render the above declarations inaccurate and untrue, and I/we hereby irrevocably and unconditionally undertake to indemnify and to keep The Investment Advisor indemnified at all times against any liability incurred by, or in respect of any proceedings or actions brought against The Investment Advisor arising out of such misrepresentation, act or thing.

Notwithstanding the foregoing paragraph, I/we hereby acknowledge and agree that in the event that I am/we are involved, directly or indirectly, either individually or together with any other person(s), in any money laundering or terrorist financing activities, same shall constitute an offence under the Financial Intelligence and Anti-Money Laundering Act 2002 and that I/we shall, on conviction, be liable to a fine not exceeding two million (2,000,000) Mauritian Rupees and to penal servitude for a term not exceeding ten (10) years.

Indemnity for Transmission by Email

I/We the undersigned, being the director (s) of hereby acting in acting in my/our respective capacities, authorise and instruct The Investment Advisor, to execute within the shortest possible delay, the Instructions which I am/we are likely to transmit by email, in relation to the Investment Advisory Agreement (the "Agreement") dated _____ pending receipt or not of my/our original written confirmation, which when issued by me/us will be annotated with "Instructions already given by email".

I am/We being the director (s) is/are however, perfectly aware of inherent risks there may be in transmission of Instructions by email, such as, but not limited to, delays and errors in transmission or payment, incomprehension, absence of confidentiality, transmission by unauthorised persons, embezzlement, misappropriation of information and loss caused thereby, and agree to bear the consequences thereof.

In consideration of your agreeing to carry out my/our Instructions by such means as aforesaid, I/we undertake

- to hold you or any of your agents harmless in the execution of such Instructions;
- not to enter any action(s) against you (and insofar as need be, I/we hereby irrevocably renounce any rights our Company/Société might have so to do); and
- to indemnify you for all losses and all actions, proceedings and demands that might be entered or made against you by any third party as a result of your complying with Instructions transmitted by the above means (as well as for fees, costs and expenses which you might incur in relation to such actions, proceedings or demands).

Appointment Of “Authorized Person”

Part 1 – for completion by the Directors

With reference to the Investment Advisory Agreement (the “**Agreement**”) dated / /20 I/We the undersigned being the Director(s) advise you that I/We have appointed the Authorized Persons as per the attached list dated / /20 (Authorized Person) to give you instructions on My/Our behalf under the terms of the Agreement in respect of the Company’s Account (insert identification reference of the relevant account).

I/We hereby instruct and authorise you to accept and carry out Instructions received from the Authorized Person (who may act by its officers and employees) as per signing regime specified in the signatory list to the same extent as if such Instructions were given by me/us .

I/We agree to hold you harmless for any loss or liability arising from any action or failure to take action on the part of the Authorized Person. I/We further agree to indemnify you against all claims, demands and actions in respect of such loss as aforesaid and all costs and expenses howsoever arising from or in respect of the performance of the Authorized Person.

I/We undertake to notify you if I/We revoke the authority of any Authorized Person, such notification to be effective on the Business Day following the day on which you receive my/our notification. I/We accept that any Instruction received by you before any such revocation becomes effective will be processed in accordance with the terms of the Agreement.

This letter supersedes any previous appointment of Authorized Persons which I/we may have issued to you. Unless otherwise defined, capitalized terms used in this letter shall have the same meanings as in the Agreement.

Signed this day of 20

Signature		Signature	
Name		Name	
Capacity		Capacity	
Date		Date	

Part 2 – for completion by the AUTHORISED PERSON (a copy to be provided for each Authorized Person)

I/We acknowledge my/our appointment as outlined above. I/We confirm having read and understood the terms of the Agreement and agree that I/we shall at all times act in accordance with them.

I/We confirm that I/we will furnish the necessary specimen signature(s) to The Investment Advisor including any subsequent updates thereto.

Signed this

day of

20

Signature		Signature	
Name		Name	
Capacity		Capacity	
Date		Date	

Authorised Person Details

Authorised Person's Name	
Auhtorised person's Address	
Phone Number	
Mobile Number	
Email Address	

Authorised Person Details

Authorised Person's Name	
Authorised Person's Address	
Phone Number	
Mobile Number	
Email Address	

Authorised Person Details

Authorised Person's Name	
Authorised Person's Address	
Phone Number	
Mobile Number	
Email Address	

Authorised Person Details

Authorised Person's Name	
Authorised Person's Address	
Phone Number	
Mobile Number	
Email Address	

3. Appointment of Financial Advisor

I/We acknowledge having appointed (Name of Financial Advisor) as my/our Financial Advisor. I/We confirm having read and understood the terms of the Agreement with the Financial Advisor and agree that I/we shall at all times act in accordance with them.

Financial Advisor's Details

Company Name	
Advisor's Name	
Advisor's Regulation Details & Jurisdiction	
Office Number	
Mobile Number	
Email Address	

Declaration by Financial Advisor

The Financial Advisor indemnifies The Investment Advisor against any costs incurred as a result of inaccurate information given.

- I/We hereby certify that I/We have independently verified all the relevant applicants' identities and personal details, as disclosed on this Application Form, and enclose certified copies of all requisite documents for your records.
- I/We hereby certify that I/We have known the Applicant(s) for _____ year(s).
- I/We am not aware of any reason why this investment should not be concluded.
- I/We have reviewed and completed the Financial Advisor section above and declare that, to the best of my knowledge and belief, the information given in this Application Form is true and complete.
- I/We have taken reasonable steps to ensure that the funding is legitimate to the best of my/our knowledge.
- all the information provided by the Applicant(s) is true and complete and has been obtained by me, from the applicant(s).
- I/We have not made any changes to the Application form after the company directors/ authorised signatories have signed it on behalf of the company.

Signature		Signature	
Name		Name	
Capacity		Capacity	
Date		Date	

DOCUMENTATION REQUIRED FOR TRUST AND CORPORATE ACCOUNT OPENING

CORPORATION

- Explanatory memorandum on the Company's organisational structure and of the parent group structure
- Memorandum & Articles of Association / Constitutional documents
- Certificate of Incorporation
- Relevant Licences
- Certificate of Good Standing or Current Standing;
- Certificate of Incumbency
- Latest audited reports or, alternatively, the projected financial statements and business plan including sources and application of funds
- Register of directors (including alternates) together with their address and occupation or any official document showing this information
- Register of shareholders or any official document showing this information
- All documents applicable to the client type must be submitted in respect of each directors and each shareholder (whether direct or ultimate) exercising 10% or more of the voting powers
- A resumé or CV for each of the beneficial owners (holding more than 10% of the capital), giving a clear indication of their profile and source of wealth
- Declaration by the directors of the company that the company is in good standing, is compliant with all applicable laws and that all information provided is true, complete and up-to-date.
- Board Resolution (specimen available on request) approving the investment on The Investment Platform and the authorised persons
- List of Authorised Signatories and their specimen signatures
- The documents requested above for 'individual' clients should be provided in respect of each Official/Director/Authorised Signatory
- A, reference, dated less than 3 months, from a Bank incorporated in Mauritius or in an equivalent jurisdiction or a Professional reference letter

In addition to the above, the following documents must be provided by

(i) Domestic Public Sector Entities

- Founding Regulatory Order / Statute

(ii) Unlisted Public Companies

- Names and Details of Principal Shareholders and documentary evidence as required for 'individual' applicants
- Disclosure by each shareholder of capacity in which acting: whether acting on own account or on behalf of other persons

(iii) Funds / Collective Investment Schemes

- Founding Fund Prospectus

To:
 The Investment Advisor
 C/o OPEN SKIES MANAGEMENT SERVICES LTD
 2nd Floor Ebene House,
 33 Cybercity, 72201 Ebene,
 Republic of Mauritius



Dear Sir/Madam,

Investment Recommendation from The Investment Platform ("TIP")

I, the undersigned, confirm that I wish TIP to proceed with the investment instruction (the "Investment") dated the

I further confirm that:

1. We am/are (a) professional/sophisticated investor(s) who have a high net-worth and extensive experience in financial markets. Thus, We certify that I/We am/are not (a) retail investor(s) in this respect.
2. We have conducted detailed due diligence on the entity/investment(s) listed on TIP and have verified all its associated material facts.
3. We have not been provided with any investment recommendations from TIP.
4. We understand that TIP does not warrant or guarantee the success of any action that I/We may have taken through the investment instruction
5. The beneficial owner is aware of the charges that apply to the proposed investments. We are aware of the fees payable within this investment (if relevant) and that these fees exist partly to meet promotion and distribution expenses of the fund(s), including commission paid to my/our appointed Financial Adviser.
6. We are aware of the risks associated with the Investment, and represent and warrant that we have assessed and understood these risks.
7. We are aware that my/our personal data (including due diligence documents) may be shared/forwarded to third parties for the purpose of proceeding with the investment instruction
8. I/We authorize TIP to share the due diligence documents on our beneficial owner should there be a request from a third party to conclude the investment instruction
9. We are aware that TIP does not accept any responsibility or liability for any loss or damage, which may incur from your investment that is made at your own risk.

In view of the above, We confirm that under no circumstances shall TIP or its officers, directors, owners, partners, employees, agents, information providers, licensors and licensees be held liable for any direct, indirect, incidental, consequential, special or exemplary damages arising out of my/our investment.

We hereby undertake and agree to indemnify, defend and hold harmless TIP (specifically including its officers, directors, owners, partners, employees, agents, information providers, licensors and licensees) (collectively, the "Indemnified Parties") from and against any and all claims, losses, costs and expenses (including attorneys' fees) arising out from or relating to my/our investment.

We further confirm that We shall not enter into any settlement agreement, which affects the rights of any of the Indemnified Parties or requires the taking of any action by any of them, without their prior written approval.

Signature		Signature	
Name		Name	
Capacity		Capacity	
Date		Date	

BANK ACCOUNT DETAILS

Name of beneficiary: The Investment Platform (1607718-1) - Please quote the reference 1607718-1 in all payment instructions

Bank: The Mauritius Commercial Bank Ltd

Address: Sir William Newton Street, Port Louis, Mauritius.

Currency	Account No	IBAN	Swift Code
GBP	000444073728	MU98MCBL0944000444073728000GBP	MCBLMUMU
EUR	000444073687	MU60MCBL0944000444073687000EUR	MCBLMUMU
USD	000444073582	MU79MCBL0944000444073582000USD	MCBLMUMU

SOURCE OF FUNDS / WEALTH CONFIRMATION FORM

This form must be completed by Applicant for Business, including Investor(s), Shareholders / Beneficial Owners, Settlor(s) and Contributor(s) of Capital (the "Applicant")

GENERAL INFORMATION

Entity Name		
Applicant Name		
Investment/Settlement Amount		Currency:
Property Type	Cash	Kind

DESCRIPTION OF SOURCE OF FUNDS/WEALTH INVESTED BY APPLICANT

Income from Trading	Business Sector:	
	Last year's Gross Profit:	
	Last Year's Net Profit:	
Investment / Savings	Net Assets:	
	Amount of investment / savings:	
	Length of investments / savings:	
	Details where the funds are held:	
	Account name:	
	Name of financial institution:	
Sales of Shares	Description of shares / units (i.e. name):	
	Name of seller:	
	Length of time held:	
Maturing or surrender of life policy	Sales amount:	
	Date fund received:	
	Policy provider:	
	Policy number / reference:	
Sale of Property	Date of maturity or surrender:	
	Amount received:	
	Sold property address:	
	Date of sale:	
Other	Total sales amount:	
	Provide details	

Description of source of fund:	Documentary evidence required**:	Tick	Comments (if any):
Trading Profit	<ul style="list-style-type: none"> Recent accounts 		
Investment/savings	<ul style="list-style-type: none"> Investment/savings certificates/contract notes/statements or Confirmation from relevant investment company Bank statement showing receipt of funds by investment company 		
Sale of shares	<ul style="list-style-type: none"> Legal sale document Copy of contract notes 		
Maturing/surrender of policy	<ul style="list-style-type: none"> Certified copy of closing statement Letter confirming surrender 		
Sale of property	<ul style="list-style-type: none"> Certified copy sale contract 		
Other	<ul style="list-style-type: none"> Please provide supporting evidence as necessary 		

(Please delete as appropriate and leave out either "source of funds" or "source of wealth" only as applicable)

** Please note that this form is provided for your convenience only. When obtaining confirmation and evidence on source of funds (SOF), the type of evidence depends on the disclosure (by the Applicant) of SOF, which is not exhaustive, and may or may not be covered in this form. Therefore, we would recommend that where the Applicant is not able to satisfy the documentary requirement per this form, the Applicant should consult with their Independent Financial Advisers (IFAs) or with the administrators of the investee for alternative confirmations.

Additional Comments	
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I/We confirm that the information provided above in this form is to the best of my/our knowledge true and correct and that the funds are free of any liens, debts or encumbrances and are of legitimate origin.

INVESTMENT INSTRUCTIONS

Investment	Currency	ISIN or Identifier Code	Amount
CASH FEE ACCOUNT [2% of funds received]			
TOTAL			

Please note: We offer an open architecture platform, so please speak to your financial advisor with regards to the appropriate fees applicable to your investment choice. Please include the relevant factsheets for all investment selections.

FEE SCHEDULE

Establishment Fee: % per annum, for the first years

This platform establishment fee will be fully deducted at inception and is inclusive of the 1% standard fee for the account establishment and will be reflected in the reserve cash account as a reducing charge. Please note that early termination fees may be applicable if you terminate your account within the **first years**.

- **Cash Fee Account:** A minimum of 2% of the investment amount will be deducted at inception and will be reflected in the cash fee account. The cash fee account will be used to settle all charges arising from the investments. By signing this fee schedule, you authorise TIP to deduct any charges and to redeem units of our investments as required should the balance on the cash fee account arrive to zero.
- **Administration and Custody Fee:** The combined administration and custody fee is **0.55% per annum**, based on the market value of the portfolio. This will be calculated and accrued daily, and deducted from the cash account on a monthly basis.
- **Dealing Fees:** The dealing fees will be 20 bps and are to be borne by the client.
- **Management Fee:** The annual management fee is % per annum, based on the market value of the portfolio. The management fee will be calculated and accrued daily, and deducted from the cash account on a monthly basis.
- **Bank Charges:** All Bank Charges applied by The Mauritius Commercial Bank Limited will be borne by the Client. Bank Charges are a minimum of EUR 35 per swift transaction. However should any rebate be received from The Mauritius Commercial Bank Limited, this will be applied to the client's investment as rebate income according to the proportion of their shareholding to the total.
- **Out of Pocket Expenses:** All out of pocket expenses will be passed on to the client in respect of any of his/her activities.

RISK ASSOCIATED WITH CREDIT-LINKED CERTIFICATES AND CONFIRMATIONS TO THE INVESTMENT PLATFORM

In the event you intend to purchase and/or intermediate the purchase of Credit-Linked Certificates (the "Product"), we wish to inform you of the certain specific risks that are involved in making an investment in such Products.

You acknowledge and agree that you have such knowledge and experience in financial and business matters as to be capable of evaluating the risks and merits of the Product and have not relied, and will not rely, upon information from us or third party issuers regarding the suitability and appropriateness of this Product as an investment for you or your clients (as the case may be).

Neither The Investment Platform nor any of its affiliates (together "TIP") provide any tax, legal, regulatory, investment or financial advice in relation to the Product, and you and your clients are hereby requested to consult your own tax, legal, regulatory, financial and accounting advisors to the extent considered necessary.

These kinds of Products are highly complex and thus an investment in these Products is only suitable for experienced investors who are in a position to evaluate and understand the risks associated with the Product accordingly.

The reference entity of the Product may be or could become distressed and/or have severe write downs, and the Product is therefore subject to a high risk of a credit event. In such case, the investor may suffer a significant or total loss of investment. TIP makes no representation or warranty relating to the pricing of the Product, nor of the reference entity and does not suggest the attractiveness of such pricing.

TIP does not propose the Product as an alternative for any other investments since they are deemed to be an asset class in their own right. No secondary market may exist, and neither TIP nor the issuer assumes any obligation to provide for a secondary market of the Products. Thus, you or your clients might be forced to hold the Products until maturity and may not have the opportunity to sell the Product prior to its expiry. Furthermore, you and your client must be aware that TIP may early redeem these Products by delivering the underlying asset according to the relevant terms and conditions. It might be difficult to sell or dispose of the underlying asset.

In addition, reference is made to the risk factors set out in the issue programme and other legally binding product documentation ("Product Documentation").

I/We being the Applicant hereby confirm that I/we is/are aware of the high risks associated with an investment in these Products, as set out herein and in the Product Documentation, and represent and warrant that any clients of purchasing such a Product are made aware of these risks as well and that they have assessed and understood them.

I/We being the Applicant hereby confirm that, I/we have had the opportunity to read any relevant offering documents for any fund(s) relating to any dealing instructions, where I/we wish to invest, and as such, have received or had sight of information concerning the fund(s), and accept the levels of risk associated with this type of investment including the risk that this investment could result in a loss of a significant proportion, or all of the sum invested;

I/We the Applicant confirm that where necessary, I/we meet the minimum criteria of a class of investor in a fund(s) of this nature; and I/We the Applicant are aware of the fees payable within this investment (if relevant) and that these fees exist partly to meet promotion or distribution expenses of the fund(s) including commission paid to my/our fund adviser.

INVESTMENT ADVISORY AGREEMENT



DATED:
CLIENT
And
SATORI CONSULTANCY (MUR) LTD

THIS INVESTMENT ADVISORY AGREEMENT is made the

BETWEEN:

1. _____
a company incorporated in _____
whose registered office is at _____

(the "Client"), and
2. **Satori Consultancy (MUR) Ltd**, whose registered office is at c/o OPEN SKIES MANAGEMENT SERVICES LTD, 2nd Floor, Ebene House, 33 Cybercity, 72201 Ebene, Mauritius (the "Investment Advisor").

WHEREAS:

- The Client has the power to appoint an investment advisor to advise it on the management of its investment and its overall portfolio (the "Portfolio") specifically in regards to its Portfolio held with The Investment Platform ("TIP").
- The Client has agreed to appoint the Investment Advisor to advise in respect of the Portfolio detailed in Schedule 1 of this Agreement, as such schedule shall be amended from time to time and the Investment Advisor has agreed to act in the capacity of investment advisor to the Client on the terms contained in this Agreement.
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IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1. Unless the context otherwise requires and except as varied or otherwise specified in this Agreement references to a statutory provision include a reference to that statutory provision as from time to time amended, extended or re-enacted.
- 1.2. The headings to this Agreement shall not affect its interpretation.
- 1.3. References to this Agreement include this Agreement as from time to time amended/supplemented or otherwise varied.

2. APPOINTMENT

- 2.1. The Client hereby appoints the Investment Advisor with effect from the date hereof, and the Investment Advisor hereby agrees to act and be solely responsible as investment advisor to the Client in relation to its Portfolio and to recommend and give general advice to the Client whenever called upon so to do concerning the investment and re-investment of money and assets, in accordance with and subject to the provisions of this Agreement.
- 2.2. During the continuance of its appointment the Investment Advisor shall render such advice and investment advisory services to the Client as the Client may from time to time require, in connection with the investment of securities. The Investment Advisor shall take such steps to implement the decisions of the Client (including entry into investment transactions) as may be specified and agreed between the parties from time to time.
- 2.3. This Agreement shall be personal to the Investment Advisor which shall not sub-contract or delegate the performance of its duties to any person whatsoever without the express written permission of the Client. Should the Client grant permission for such delegation, the Investment Advisor shall exercise reasonable care in the selection, appointment and ongoing monitoring of any delegate, sub-contractor or agent and shall remain liable to the Client in respect of acts or omissions of each delegate, sub-contractor or agent employed or appointed by the Investment Advisor hereunder.
- 2.4. The Investment Advisor shall procure that the terms of appointment of any delegate, sub-contractor or agent employed or appointed by the Investment Advisor pursuant to this Clause shall provide that such delegate, sub-contractor or agent shall exercise reasonable care, skill and diligence in the performance of its duties and shall be liable to the Investment Advisor, and the Client for any negligence, recklessness, bad faith, wilful default, failure to comply with the obligations under its service agreement, or fraud in the performance or non-performance of its duties.

3. DUTIES

- 3.1. During the continuance of its appointment the Investment Advisor shall be solely responsible for rendering such services to the Client as it may from time to time require in connection with the Portfolio provided that the Investment Advisor is kept fully informed by the Client of the matters referred to in clause 4 and 5 of this Agreement and, shall in particular, without limiting the generality of the foregoing:-
 - 3.1.1 providing the Client with day to day advisory services including but not limited to analysis and research, supervision and recommending suitable investments to be purchased or sold for the benefit of the Client;
 - 3.1.2 obtain for the Client from time to time valuations of such investments or classes of investments comprised within the Portfolio as the Client may reasonably require;
 - 3.1.3 advise the Client of the implementation of any purchase and sale programmes for the account of the Investment Advisor; and
 - 3.1.4 report promptly to the Client all transactions entered into by the Investment Advisor and provide such other information as the Client may each reasonably require.
- 3.2. During the continuance of this Agreement the parties agree that the Investment Advisor shall be solely responsible for the provision of the services in clause 3.1 above to the Client.

4. FUNDAMENTAL CONSIDERATIONS

In carrying out its duties hereunder, the Investment Advisor shall have regard to each of the following matters:

- 4.1 the terms of any present or future governmental consents; and
- 4.2 any other matter to which a prudent investment advisor should reasonably pay regard in the proper discharge of its duties in light of information relating to the Portfolio provided by the Client to the Investment Advisor including the tax residence of the Client and the taxation of its income.

5. INVESTMENT POWERS

- 5.1 In carrying out its duties hereunder the Investment Advisor shall comply with all reasonable instructions of the Client in connection therewith. Such instructions may be given by letter, by telefax or by telephone (the Client undertakes to confirm telephone instructions by telex or otherwise in writing and to notify by telephone all telefax instructions) by any person duly authorised by the Client and notified to the Investment Advisor. The provisions of clause 10 of this Agreement shall apply to such notices.
- 5.2 Notwithstanding these terms or any future terms of other agreement or course of dealing between the Client and the Investment Advisor, the Investment Advisor is requested and authorised, but is not obliged, to rely upon and act in accordance with any notice, demand or other communication which may from time to time be, or purport to be, given by telephone or facsimile transmission by the Client, without enquiry on the Investment Advisor's part as to the authority or identity of the person making or purporting to make such notice, demand or other communication and regardless of the circumstances prevailing at the time of such notice, demand or other communication.
- 5.3 The Investment Advisor shall be entitled to treat such notice, demand or other communication as fully authorised by and binding upon the Client and the Investment Advisor shall be entitled (but not bound) to take such steps in connection with or in reliance upon such communication as the Investment Advisor may in good faith consider appropriate, whether such communication includes instructions to pay money or otherwise to debit or credit any account, or relates to other disposition of any money, securities or documents; or purports to bind the Client to any agreement or other arrangements with the Investment Advisor or with any other person or to commit the Client to any other type of transaction or arrangement whatsoever, regardless of the nature of the transaction or arrangements or the amount of money involved and notwithstanding any error or misunderstanding or lack of clarity in the terms of such notice, demand or other communication.

6. REMUNERATION

- 6.1 As consideration for its services hereunder the Investment Advisor shall be entitled to receive a maximum fee of up to 1.5% based on the market value of the portfolio to be paid to the Investment Advisor.
- 6.2 The Investment Advisor shall render the services to be provided hereunder at its own expense including without limitation the payment of the salaries of its employees necessary for such services, its telefax charges and its other advisory and operating expenses, unless expenses incurred by the Investment Advisor at the request of the Client have been the subject of separate arrangements.
- 6.3 The Investment Advisory Fees referred to in clause 6.1 above, in respect of services provided by the Investment Advisor and any reasonable expenses approved by the Client pursuant to clause 6.3 above and any costs (incurred by the Investment Advisor in respect of services provided by them in relation to the Client) shall be liabilities of the Client alone.

7. CONDITIONS PRECEDENT AND TERMINATION

- 7.1 Conditions precedent - The obligation of the Company to proceed with this Agreement is subject to and conditional upon:
- 7.1.1 Confirmation by FSC as to status: the Investment Advisor securing to the satisfaction of the Client in all respects that the Financial Services Commission in Mauritius has approved the Investment Advisor serving as an investment advisor to the Client; and
- 7.1.2 representations and warranties: the representations and warranties of the Investment Advisor (and the directors thereof) to the Client being true and correct on the date of execution of this Agreement.
- 7.2 This Agreement shall subject as herein provided continue in force until determined by any party giving to the other not less than 3 months' notice in writing provided that this Agreement may be terminated forthwith if:
- 7.2.1 any party shall commit any material breach of the provisions of this Agreement (not being a breach, which being capable of remedy is remedied within 30 days after service of notice requiring the same to be remedied); or
- 7.2.2 any party has gone into liquidation or be declared en desastre or commit any other act indicative of insolvency or if a receiver of any other assets of the other is appointed; or
- 7.2.3 the Investment Advisor ceases to be licensed under the laws of Mauritius.
- 7.3 The Investment Advisor shall, upon the termination of its appointment hereunder, deliver to the Client as it may direct, all records, correspondence and assets of all and every description relating to the affairs of the Client as are in its possession or under its control except the Investment Advisor's proprietary material. In the event of termination, subject to applicable Law, the Investment Advisor will be entitled to receive its Investment Advisory Fees accrued up to that date of termination.

8. NOTICES

- 8.1 Any notice, instruction, recommendation or other communication to be given hereunder in writing may be delivered personally or sent by prepaid post, electronic mail or telefax addressed to the party for which it is intended.
- 8.2 A communication delivered personally shall be deemed to have been received upon such delivery, a communication sent by telefax or electronic mail shall be deemed to have been received at the close of business on the day on which it is sent and a communication sent by post shall be deemed to be received at the expiration of seventy-two hours after posting.
- 8.3 In proving service by post it shall be sufficient to prove that an envelope containing the communication was duly addressed, stamped and posted. In proving service by telefax, it shall be sufficient to produce any immediately following print-out or later activity report recording the transmission by telefax. In proving service by electronic mail, it shall be sufficient to produce an automatically generated electronic mail return receipt confirming the receipt of the electronic mail in question.

9. LIABILITY AND INDEMNITY

- 9.1 The Investment Advisor shall not in the absence of some act of negligence, fraud, dishonesty or wilful default be liable for any loss or damage suffered by the Client, arising as a result of or in the course of discharge by the Investment Advisor of its duties hereunder and the Client shall indemnify and keep the Investment Advisor indemnified against all actions, proceedings, claims and demands (including costs and expenses directly incidental thereto and legal expenses) which may be made against the Investment Advisor in respect of any loss or damage sustained or suffered or alleged to have been suffered otherwise than as a result of some act of negligence, fraud, dishonesty or wilful default on the part of the Investment Advisor.
- 9.2 Without prejudice to the generality of the foregoing the Investment Advisor shall not be liable for any loss or damage which the Client may suffer if the Investment Advisor has acted in good faith or upon the written, telefaxed or oral communication from the Client or any other person reasonably believed by the Investment Advisor to be properly authorised by the Client.
- 9.3 Notwithstanding anything herein contained the Investment Advisor shall not be responsible for any loss or damage to the Client or for any failure to fulfil its duties hereunder if such loss, damage or failure shall be caused by or directly or indirectly due to war, damage, enemy action, the act of any government or other competent authority riot civil commotion rebellion, storm, tempest, accident, fire, explosion, toxicity, radioactivity, strike, lock-out or other unforeseen cause beyond the reasonable control of the Investment Advisor.
- 9.4 For the avoidance of doubt it is hereby agreed and declared that reference to the Investment Advisor in this clause 9 shall be deemed to include references to the directors, employees, officers, servants and agents of the Investment Advisor.
- 9.5 The Investment Advisor shall advise the Client as soon as possible of all claims, demands, summonses, writs and related documents which it received from third parties in relation to the Portfolio of which it may or may not be indemnified in this Agreement and shall give such assistance as the Client may reasonably require in defending or resisting the same and the Investment Advisor shall not admit liability or offer any settlement without the written consent of the Client.
- 9.6 Any indemnity expressly given to the Investment Advisor in this Agreement is in addition to and without prejudice to any indemnity allowed by law and

shall survive termination of this Agreement.

10. PROPER LAW

This agreement shall be governed and construed in accordance with the laws of the Republic of Mauritius and each party agrees to submit to the exclusive jurisdiction of the Mauritius courts as regards any claim or matter arising under this agreement. Notwithstanding that this agreement shall be governed by and construed in accordance with the laws of and applicable to Mauritius, its provisions shall prevail over any conflicting provisions of the civil code of the Republic of Mauritius.

11. DISPUTES RESOLUTION PROVISIONS

- 11.1 In the event of any dispute or difference arising between the Parties hereto relating to or arising out of this Agreement, including the implementation, execution, interpretation, rectification, termination or cancellation of this Agreement, the parties shall forthwith meet to attempt to settle such dispute or difference, and failing such settlement within a period of 14 (fourteen) days, the said dispute or difference shall be submitted to arbitration in Mauritius under the Rules of Arbitration of the Permanent Commercial Arbitration Court of the Mauritius Chamber of Commerce and Industry by 1 (one) arbitrator appointed in accordance with such rules.
- 11.2 Notwithstanding anything to the contrary anywhere else in this Agreement, nothing in this clause shall preclude any party to the arbitration from seeking interlocutory relief in any Court having jurisdiction pending the institution of appropriate proceedings for the enforcement of any rights under this Agreement.
- 11.3 The parties to the arbitration undertake to keep the arbitration, including the subject matter of the arbitration and the evidence heard during the arbitration, confidential and not to disclose it to anyone except for the purposes of an order to be made in terms of clause 13.4.
- 11.4 The decision of the arbitrator shall, in the absence of manifest error, be final and binding on the parties to the arbitration and may be made an order of Court at the instance of any party to the arbitration.

12. MISCELLANEOUS

- 12.1 No failure on the part of any party to exercise, and no delay in exercising, any right or remedy under this Agreement will operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 12.2 The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any jurisdiction nor the legality, validity or enforceability of any other provision.
- 12.3 None of the parties hereto shall (except under compulsion of law or by any court of competent jurisdiction or governmental or regulatory authority) either before or after the termination of this Agreement disclose to any person not authorised by the relevant party to receive the same, any information designated by the relevant party as being confidential relating to such party or to the affairs of such party of which the party disclosing the same shall have become aware in the course of its duties hereunder and each party shall use all reasonable endeavours to prevent any such disclosure as aforesaid.
- 12.4 Neither the benefit nor the burden of this Agreement shall be assigned or otherwise transferred by any party save with the consent of the other parties.
- 12.5 The services of the Investment Advisor hereunder are not to be deemed exclusive and the Investment Advisor shall be free to act as investment advisor to any other person or persons it may think fit, whether for its own account or that of any other person, to buy, hold and deal in units or otherwise render similar services to others and nothing herein contained shall prevent the Investment Advisor from contracting or entering into any financial, banking, commercial, advisory or other transaction with any holder of units, or any client or body or from being interested in any such contract or transaction or shall render the Investment Advisor liable to account to the Client for any profits thereby derived. (In this clause reference to the Investment Advisor shall, where the context so admits, include any members of its group).
- 12.6 This Agreement may be amended by mutual written agreement of the parties hereto provided that any necessary third party approvals and regulatory consents shall have been obtained hereto and any such amendments shall not contravene any applicable legal requirement.
- 12.7 This Agreement may be executed in counterparts each of which shall be deemed to be an original hereof.

By completing and signing this TIP application form, you agree to all terms and conditions of the application form, the Investment Advisory Agreement and the sections on declaration in connection with Money Laundering & Terrorist Financing, Indemnity for transmission by email, Source of Funds/Wealth and the Disclaimer on investment from TIP

Signature		Signature	
Name		Name	
Capacity		Capacity	
Date		Date	

IN WITNESS WHEREOF the Investment Advisor and the Client have executed this Agreement the day and year first above written.

SIGNED for and on behalf of
SATORI CONSULTANCY (MUR) LTD by

.....
Name:
Director