

**ROBOT FUTURES, LLC**  
**1343 Main Street, Suite 704**  
**Sarasota, FL 34236**  
**PHONE: (941) 260-3333**

### **INVESTMENT MANAGEMENT AGREEMENT**

THIS AGREEMENT FOR ADVISORY SERVICES is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between ROBOT FUTURES, hereinafter referred to as the "Advisor" and, hereinafter referred to as the "Client."

THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING REPRESENTATIONS:

The Client represents that he has speculative capital for the principal purpose of investing in futures and options on futures contracts and has been informed and is fully cognizant of the possible high risks associated with such investments.

ANNUAL MANAGEMENT FEE IS EQUAL TO \_\_\_\_% (calculated monthly) OF THE ACCOUNT EQUITY (as defined).

The Trading Advisor may charge a management fee, which will be paid monthly, based on Account Equity as of the end of business on the last day of each month. Account equity shall mean an account's total assets, including all cash and cash equivalents, accrued interest and the market value of all open positions maintained in the account, plus any amount the Client has informed the Trading Advisor of that has been committed to trading in the account, less total liabilities of the account except the management and performance fees payable to the Trading Advisor, and shall be determined in accordance with generally accepted accounting principles, consistently applied. Any additions or withdrawals during the month will be pro-rated and charged the appropriate management fee.

MONTHLY PERFORMANCE FEE IS EQUAL TO \_\_\_\_% OF THE ACCOUNT'S MONTHLY PROFITS (as defined).

The Trading Advisor will receive a monthly performance fee based on Trading Profits. Trading Profits for purposes of calculating the Trading Advisor's performance fees during a period shall mean the cumulative profits (over and above the aggregate of previous period profits as of the end of any period) during the period (after deduction for brokerage fees paid and the Trading Advisor's management fee but before deducting the Trading Advisor's performance fees payable). Trading Profits shall include both realized and unrealized profits. If Trading Profits for a period are negative, it shall constitute a "Carryforward Loss" for the beginning of the next period.

To the extent any funds are withdrawn from a Client's account, any loss attributed to those funds shall be deducted from the Carryforward Loss. No performance fees shall be payable until future Trading Profits for the ensuing periods exceed the Carryforward Loss.

All fees will be billed by the Advisor with the billing sent directly to the Broker to be paid out of the Client's account. The Advisor reserves the right to share any portion of these fees with third parties in accordance with regulatory and industry standards.

3. The Advisor will trade futures and options on futures contracts and will have the exclusive authority to issue all necessary instructions to the Broker. All such transactions shall be for the account and risk of the Client.

4. The Advisor will seek capital appreciation in the Client's Account by trading speculatively in futures and options on futures.

5. This Agreement shall remain in effect until terminated by the receipt of written/email notice of either party to the other. The Advisor or Client may terminate this Agreement for any reason upon such notice. Upon termination of this agreement, open positions held in the account may take up to 24-48 hours for all of the client's positions to be liquidated by the Advisor after the Advisor has been instructed, in writing/email, to close the account.

6. The Advisor's recommendations and authorizations shall be for the Account and risk of the Client. The Advisor makes no guarantee that any of its services will result in a profit to the Client. The Client has discussed the risks of the futures trading with the Broker and understands those risks. The Client assumes the responsibility of losses that may be incurred.

7. The Client agrees to execute a "Limited Trading Authorization & Power of Attorney" with his broker authorizing the Advisor to enter orders for Commodity Interests for the Client's Account.

8. The Client agrees to authorize payments from the Client's Account to the Advisor in compensation for services as set forth in this agreement.

9. The Client acknowledges that he has read a copy of the Advisor's most current Disclosure Document, including the Risk Disclosure Statement. The Advisor makes no guarantee that any of its services will result in a gain for the Client. The Advisor will not be liable to the Client or to others except by reason of acts constituting willful malfeasance or gross negligence as to its duties herein, and disclaims any liability for human or machine errors in orders to trade or not to trade Commodity Interests.

10. In the event that any provisions of this Agreement are invalid for any reason whatsoever, all other conditions and provisions of the Agreement shall, nevertheless, remain in full force and effect.

11. By depositing funds with the Broker, the Client acknowledges and accepts the propriety of the Advisor's trading program and his suitability to bear the economic risk of loss in commodity trading in Commodity Interests.

12. Special Disclosure for Notionally-Funded accounts: You should request your commodity trading advisor to advise you of the amount of cash or other assets (Actual Funds) which should be deposited to the advisors' trading program for your account to be considered "Fully-Funded". This is the amount upon which the commodity trading advisor will determine the number of contracts traded in your account and should be sufficient to make it unlikely that any further cash deposits would be required from you over the course of your participation in the commodity trading advisor's program.

13. The client should be aware that additions, withdrawals, and net performance may change the notional amount in the clients account, but the nominal account size will not change unless agreed upon in writing by the customer. Additionally, for an account that is 50% funded, the accounts margin-to-equity ratio, which would normally average 30%, would be equivalent to a 60% margin-to equity ratio.

Notional equity also creates additional leverage in an account relative to the cash in such account. This additional leverage results in proportionately greater risk of loss. While the possibility of losing all of the cash in an account is present in all accounts, accounts that contain notional equity have a proportionately greater risk of loss.

You are reminded that the account size you have agreed to in writing ("the nominal " or "notional" account size) is not the maximum possible loss that your account may experience.

You should consult the account statements received from your futures commission merchant in order to determine the actual activity in your account, including profits, losses, and current cash equity balance. To the extent that the equity in your account is at any time less than the nominal account size you should be aware of the following:

1. Although your gains and losses, fees and commissions measured in dollars will be the same, they will be greater when expressed as a percentage of account equity.
2. You may receive more frequent and large margin calls.

IT IS MUTUALLY AGREED THAT:

1. The Client shall deposit with a Futures Commission Merchant ("FCM"), hereinafter called the "Broker," funds and/or securities in the amount of \$ \_\_\_\_\_ in account number \_\_\_\_\_.

2. The Advisor, as compensation for advisory services, charges an annual management fee (charged monthly) of \_\_\_\_% based on account equity level and a monthly performance fee of \_\_\_\_% based on trading profits as of the month ended.

**\*CHECK ONLY ONE FOR EACH ACCOUNT NUMBER**

3. \_\_\_\_ The Client requests an investment allocation (including notional funds) be allocated to the **CLIMATIC PROPHETS MACRO** Program.

4. \_\_\_\_ The Client requests an investment allocation (including notional funds) be allocated to the **MULTI-STRATEGY** Program.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written on the first page of this Agreement.

ROBOT FUTURES, LLC, BY:

\_\_\_\_\_  
Robert J. Ogilvie

Client(s):

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name, if joint)

\_\_\_\_\_  
(Address)

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(Address)

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(City, State, Zip)

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