EMPOWER CAPITAL

CLIENT AGREEMENT

Investment Management Agreement

contact@empowercapital.pro

1. PARTIES TO THE AGREEMENT

This Agreement ("Agreement") is entered into as of the date signed below, between:

- Empower Capital ("the Company") — an investment management and trading consultancy firm operating under the brand Empower Capital, duly registered and operating under applicable Indian commercial laws; and
- The individual identified in Section 2 below ("the Client"), whose details are set forth therein.

Together referred to as "the Parties."

2. ACCOUNT DETAILS

Client Full Name	
Client Contact Number	
Client Email Address	
Permanent Address	
Broker Name	
Trading Account Number	
Initial Capital (INR)	
Agreement Date	

3. APPOINTMENT & SCOPE OF SERVICES

3.1 The Client hereby appoints Empower Capital to manage the Client's trading account(s) in accordance with the terms of this Agreement.

3.2 Empower Capital is granted trading access only. The Company has no authority to withdraw, transfer, or otherwise move funds from the Client's account. All fund movements remain solely at the Client's discretion.

3.3 Empower Capital shall provide the following professional services:

- Multi-asset market analysis and trade execution across global financial instruments
- Implementation and maintenance of disciplined risk management strategies
- Active monitoring of all open and pending trading positions
- Monthly performance reporting including equity statements, profit & loss summaries, and trade commentary
- Strategic consultation and periodic investment reviews upon Client request
- Real-time account visibility via the Empower Capital Client Portal

3.4 Empower Capital acts in the capacity of an investment manager and trading consultant. The Client retains full legal ownership of the trading account and all funds therein at all times.

4. AUTHORITY & TRADING ACCESS

4.1 The Client grants Empower Capital limited, revocable trading authority over the designated account for the sole purpose of executing trades and managing positions in accordance with this Agreement.

4.2 This authority does not constitute a power of attorney and does not grant the Company any rights over the Client's identity, financial data, or assets beyond the scope defined herein.

4.3 The Client acknowledges that trading authority may be revoked at any time by notifying Empower Capital in writing, subject to the termination provisions in Section 14.

5. INVESTMENT PHILOSOPHY

Empower Capital follows a disciplined, systematic investment approach grounded in:

- Technical and macro-fundamental analysis
- Consistent risk-adjusted return generation
- Capital preservation as the primary mandate
- Trend-following and momentum-based strategies across global markets
- Strict avoidance of speculative or uncontrolled risk-taking

The Company targets consistent monthly returns of 3–5% while maintaining strict drawdown controls. These targets are indicative only and do not constitute a guarantee of returns.

6. RISK MANAGEMENT & CAPITAL PROTECTION POLICY

6.1 Maximum account drawdown shall not exceed 20% of total account capital at any time.

6.2 Risk per individual trade shall not exceed 4% of total account equity.

6.3 All trading positions must include predefined stop-loss levels prior to execution.

6.4 Position sizing shall be determined by the Company in accordance with current market volatility and account equity.

6.5 In the event drawdown approaches 15%, the Company will notify the Client and may reduce position sizes or pause trading pending a joint review.

6.6 Capital preservation remains the primary objective. Profit generation is secondary to protecting the Client's principal.

Prohibited Practices — The following are strictly prohibited:

- Martingale or position-doubling strategies
- Unhedged grid or recovery systems
- Excessively speculative or news-event gambling behaviour
- Overleveraging beyond defined risk parameters
- Trades without predefined stop-loss orders

7. PROFIT SHARING & FEE STRUCTURE

7.1 Profits generated on the Client's account shall be distributed as follows:

Party	Share
Client	70%
Empower Capital	30%

7.2 Performance fees are calculated and applied only on net profitable months. No performance fee is charged in any month where the account does not generate a net profit. The High Water Mark (HWM) principle applies — fees are only charged on new equity highs.

7.3 There are no upfront management fees, subscription fees, or entry charges of any kind.

7.4 Profit distribution shall occur on a monthly basis or as otherwise agreed in writing between the Parties.

7.5 The Company reserves the right to reinvest the Client's profit share unless the Client submits a written withdrawal request at least 2 business days prior to the distribution date.

7.6 The total aggregate liability of Empower Capital under this Agreement shall not exceed the total performance fees earned in the three (3) calendar months immediately preceding the date of any claim.

8. REPORTING & TRANSPARENCY

8.1 Empower Capital will provide the Client with monthly performance reports including equity curve, profit & loss statement, and trade commentary, delivered no later than the 5th business day of the following month.

8.2 The Client shall have 24/7 read-only access to their account via the Empower Capital Client Portal at portal.empowercapital.pro.

8.3 The Company shall notify the Client within 24 hours of any significant adverse market event materially affecting the account.

8.4 All performance data is presented transparently and without manipulation or misrepresentation.

9. CLIENT OBLIGATIONS

9.1 The Client shall not interfere with, modify, or override any trade or position executed by Empower Capital during the term of this Agreement.

9.2 The Client shall not change account passwords, access credentials, or broker settings without prior written notification to Empower Capital.

9.3 The Client shall ensure sufficient margin is maintained in the account and promptly notify Empower Capital of any planned deposit or withdrawal.

9.4 The Client acknowledges that trading financial instruments involves substantial risk and accepts that losses may occur even within the defined risk parameters.

9.5 The Client shall notify the Company at least 2 business days in advance of any intended withdrawal that may affect the active trading capital.

10. WITHDRAWALS & DEPOSITS

10.1 The Client retains full rights to deposit or withdraw funds from their account at any time, subject to the advance notice requirement in Section 9.5.

10.2 Empower Capital shall not be liable for any adverse impact on open positions resulting from a Client-initiated withdrawal made without sufficient notice.

10.3 Deposits may be made at any time and will be incorporated into the active trading strategy within 2 business days of cleared funds.

11. CONFIDENTIALITY

11.1 All information exchanged between the Parties during the course of this Agreement — including but not limited to trading strategies, proprietary systems, account details, financial performance, and client data — shall be held strictly confidential by both Parties.

11.2 Neither Party shall disclose confidential information to any third party without the express written consent of the other Party, except where required by applicable law or a competent regulatory authority.

11.3 This confidentiality obligation survives the termination of this Agreement for a period of three (3) years.

12. RISK DISCLOSURE & DISCLAIMER

12.1 Trading foreign exchange, indices, commodities, and other financial instruments involves a substantial risk of loss and is not appropriate for all investors.

12.2 Past performance does not guarantee future results. The Client acknowledges that no assurance of profit has been made by Empower Capital.

12.3 The Client confirms that the capital allocated under this Agreement constitutes discretionary investment capital and does not represent funds required for essential living expenses, debt obligations, or other committed purposes.

12.4 Empower Capital shall not be liable for losses arising from market conditions beyond its reasonable control, including but not limited to extreme volatility, liquidity crises, broker failures, or force majeure events.

13. JURISDICTION & DISPUTE RESOLUTION

13.1 This Agreement shall be governed by and construed in accordance with the laws of India. Any legal proceedings shall be subject to the exclusive jurisdiction of the courts of Guwahati, Assam, India.

13.2 Any disputes arising from this Agreement shall first be addressed through good-faith negotiations within 30 days of written notice of the dispute.

13.3 If unresolved through negotiation, the dispute shall be submitted to binding arbitration under the Arbitration and Conciliation Act, 1996 (India), with a single arbitrator mutually agreed upon by the Parties.

13.4 The prevailing party in any dispute shall be entitled to recover reasonable legal costs and expenses from the non-prevailing party.

14. TERMINATION

14.1 Either Party may terminate this Agreement with 15 days' written notice to the other Party.

14.2 Upon termination, Empower Capital shall close all open positions within 2 business days of the effective termination date unless otherwise instructed by the Client in writing.

14.3 All outstanding performance fees earned up to the date of termination shall remain due and payable.

14.4 Empower Capital's trading access to the account shall be revoked by the Client within 5 business days of the termination effective date.

14.5 This Agreement may be terminated immediately by either Party in the event of material breach, fraud, or regulatory action.

15. AMENDMENTS

This Agreement may only be amended by mutual written consent of both Parties, signed and dated. No verbal modifications or informal communications shall be binding.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes all prior discussions, representations, and agreements, whether written or oral.

SIGNATURES

By signing below, both Parties confirm they have read, understood, and agreed to all terms of this Agreement.

Empower Capital	**Client**
Authorised Signatory	Client Signature
Date	Date