VMJV

Value Management Joint Venture

Joint venture contract

Subject of the contract

business partner data

Risk Statement

Privacy Policy VMJV - Value Management Joint Venture Corporation, 1200 South Pine Island Road, Plantation, FL 33324, USA, hereinafter referred to as “VMJV” for short, and

Name: ____

Address: ____
hereinafter referred to as “business partner”, a joint venture agreement.

1. SUBJECT OF CONTRACT
1.1 Within the scope of this contract, it is stated that VMJV and the business partner enter into a joint venture, i.e. the business partner's investment is held in shares of VMJV.
1.2 The VMJV generates its profit from the investment of capital on the US stock exchanges.
1.3 The VMJV undertakes to make capital investments to the best of its knowledge and belief.
1.4 The profits of the VMJV are distributed to the business partner in a proportionate amount as a dividend every quarter.
1.5 The business partner is only liable with the capital invested, there is no obligation to make additional payments.
1.6 The business partner can at any time, with the consent of the VMJV, increase its shares or increase its invested capital.
1.7 The business partner can also leave its dividend payment in the company and thus increase its shares.

2. ADVANTAGES
The following advantages result for the business partner
Access to all US stock markets without a high minimum investment
Risk minimization due to greater diversification
Possibility of higher returns through larger splitting
Daily update of the investment

3. TERMINATION
3.1 This Joint Venture Agreement may be terminated at any time subject to a
3-month notice period to the last of the month from both contracting parties possible.
3.2 The business partner waives his right of termination for the first 48 months after conclusion of the contract.
3.3 The business partner is entitled to extraordinary termination without notice if the VMJV can be shown to have acted with gross negligence.
3.4 The total capital of the business partner, including profit or less loss, must be paid out by the last day of the notice period at the latest.
3.5 The business partner will receive a total statement and summary of his investment by the last day of the notice period at the latest.

Place and date: ______________________

Signature: ___________________________ ______________________________
Business Partner VMJV

4. BUSINESS PARTNER DATA

Name: ______________________________

Street: ______________________________

ZIP: ____________ City: ______________________

Country: ______________________________

Telephone: ______________________________

Email: ______________________________

Date of birth: ______________________________

Gender: [ ] Female [ ] Male

Profession: ______________________________

Investment experience:

[ ] Stocks [ ] Options [ ] Futures

[ ] Investment Fund [ ] Real Estate [ ] Savings Deposit

Investment Objectives:

[ ] Value retention [ ] Profit-oriented

As the undersigned, I hereby confirm the completeness and correctness of my data.

Place and date: ____________________

Signature: ________________________

Business partner

5. DISCLAIMER OF RISK
The business partner is liable at most for the capital he has invested, no obligation to make additional payments can arise or be demanded. Of course, as with any business, there is some risk of loss. The possible risks are:

- Bankruptcy of the VMJV
- Loss of capital in the capital markets
- Losses due to bad investments
- Losses from frequent trading

6. LIABILITY
6.1 The VMJV is responsible for intentional and grossly negligent behavior by itself and its vicarious agents. Liability for negligent breaches of duty is excluded unless essential contractual obligations are affected.
6.2 Trading decisions can be made by VMJV at its own discretion. A guarantee or assurance of the desired success is not given.
6.3 VMJV vicarious agents are not authorized to give any profit guarantees or promises of loss limitations or to make any other declarations that deviate from the written material. In such cases, the business partner must inform the managing director of VMJV. Liability of the VMJV for such unauthorized actions by vicarious agents, for whatever reason, is excluded.

7. AWARENESS
6.1 The business partner is aware of the economic impact of the transactions on its chances of winning.
6.2 7.2 The business partner is aware of the risk of a possible total loss and the leverage of the stake.
7.3 If a large number of shares, options or futures, as well as other trading instruments are bought or sold by the VMJV, this leads to a significant cost burden, since a commission is incurred for each trading activity.
7.4 The business partner is aware that speculative transactions are involved.

8. EMPLOYEE AUTHORITY
8.1 The vicarious agents of the VMJV are not authorized to make statements or promises that deviate from the written information material. In the event of a discrepancy, the business partner is required to clarify any contradiction by contacting the management of the VMJV.
8.2 VMJV employees are not authorized to accept payments from business partners.

9. PHONE RECORDING
The business partner agrees that telephone calls between the VMJV and himself may be recorded for evidence purposes.

10. PAYMENTS
Payments by the business partner are to be made to the VMJV.

11. SETTLEMENTS AND OBJECTIONS
11.1 The business partner receives account statements from the VMJV for his participation. The business partner must carefully check these notifications and statements.
11.2 A statement is final and is deemed to have been approved by VMJV if the business partner does not object in writing within 10 business days of receipt of the statement. The deadline is only met if the objection is received by the VMJV within the deadline. Objections due to non-execution of an order must be raised within the same period, whereby the period begins at the point in time at which the business partner should have received notification of execution by ordinary post or email.
11.3 the calculation of distributions always takes place at the end of a quarter in the form of a dividend. The dividend can be distributed directly to the business partner or remain as a participation in the VMJV. The distribution takes place in the month following the end of the quarter.

12. COMPENSATION
The VMJV does not receive any remuneration directly from the business partner, the income of the VMJV results from the difference between net profit and dividend distribution.

13. INVESTMENT POLICIES
13.1 The business partner is aware that the VMJV invests the company's capital in order to generate profits on the US American stock exchanges.

13.2 The business partner ______________________________________ hereby authorizes VMJV to invest and trade its share in VMJV on the US stock exchanges.
13.3 The VMJV has the right to use and use all trading instruments available on the US stock exchanges, in particular stocks, options, futures, forex and bonds as well as all derivative investment opportunities mentioned therefrom.

14. GOVERNING LAW
14.1 The contractual relationship is subject to the law of the United States of America.
14.2 For the rest, the terms and conditions and legal regulations that apply on the stock exchange or the trading venue of the respective product as well as the provisions of the contract with the execution institute, which must be observed by the VMJV, apply to the execution transactions.

15. FINAL PROVISION
15.1 Simple messages from the VMJV that were sent to the last address given in writing by the business partner are deemed to have been received by the business partner within the normal postal delivery time.
15.2 The written form requirement is also deemed to have been received by telex, fax, telegram or e-mail.
15.3 The business partner can only assign claims against VMJV and its employees to third parties with their consent.

Place and date: ______________________

Signature: ___________________________
Business Partners

GENERAL RISK DISCLOSURE

DAY TRADE

The trading strategy agreed with you includes the possibility of carrying out forward transactions (options and/or futures) using a trading system, which includes short-term market participation in the form of day trades or overnight trades. This can result in multiple purchases and sales taking place in the same market within one trading day. Such an approach entails considerable risks, which should be brought to your attention again.
In day-to-day business, market positions are often only taken for a very short time for the customer. With so-called day trades, an opened position is closed on the same day. Here it can be the case that a corresponding position is reopened on the same day and is traded several times a day in this market. In the case of overnight trades, positions acquired for the customer are closed again the very next day. This type of trading activity is characterized by the fact that the customer is only on the market for a short time. In principle, day trades or overnight trades are not necessarily less risky than futures transactions, in which the customer's positions are left in the market for longer.
If a procedure includes this type of short-term trading, this results in a large number of transactions. The commission charged is incurred for each transaction. If a large number of transactions are carried out - this is usually the case with short-term trading - this results in **high costs in relation to the capital employed.**
This cost burden can have the consequence for the customer that his capital is consumed by the accruing commissions (commission, transaction costs). This is particularly the case when the market shows little or no price fluctuations, so that when a position is closed out, the proceeds generated do not cover the commissions.
If you support day trading transactions not only with equity, but also with loans taken out, please note that the obligation to repay the loans also exists in the case of day trading, regardless of the success of your day trading transactions. When conducting such trades, it should be noted that day trading can result in immediate losses if unexpected developments cause the value of the financial instruments you have purchased to fall on the same day and you are forced to avoid further risks (overnight risks) to the to sell the purchased value before the end of the trading day at a price below the purchase price.
This risk increases when investments are made in stocks that are expected to fluctuate greatly within a single trading day. You may lose all of your day trading capital. Moreover, in trying to make profits through day trading, you are competing with professional and financially strong market participants. In any case, you should therefore have in-depth knowledge of securities markets, securities trading techniques, securities trading strategies and derivative financial instruments.
With futures transactions there is also the risk that you will have to raise additional capital or collateral. This is the case if losses have occurred on the same day that exceed your invested capital or the collateral you have deposited.
The round-turn commission applies to every transaction.
A similar problem can arise with stop orders that are set too tight, when the position is automatically closed upon reaching a price level, which is almost always reached in normal day trading. The customer should therefore regularly check his account with regard to the relationship between transaction costs and capital employed and the type of transactions made.

FINANCIAL FUTURES

A. PRINCIPAL ABOUT RISK OF LOSS IN FINANCIAL FUTURES

The Securities Trading Act provides that we inform you about the following risks:

- Decay and Depreciation
  The rights you acquire from financial futures transactions may expire or lose value because these transactions always provide only temporary rights. The shorter the deadline, the greater the risk can be.
- Incalculable losses
  In the case of liabilities from financial futures transactions, your risk of loss can be indeterminable and can also include your other assets in addition to the collateral you have provided.
- Lack of hedging options

Transactions that are intended to exclude or limit risks from financial futures transactions entered into (closing transactions) may not be possible or may only be possible at a loss-making price for you.

- Additional loss potential when borrowing or from exchange rate fluctuations

  Risk of loss increases if take out a loan for your financial futures transaction. The same is the case with a futures transaction where obligations or claims are denominated in foreign currency or a unit of account (e.g. ECU).

B. THE RISKS OF EACH TYPE OF BUSINESS

I. PURCHASE OF OPTIONS

Purchase of options on securities, foreign exchange or precious metals

The business

If options on securities, foreign exchange or precious metals are purchased, one acquires the right to delivery or acceptance of the underlying assets at the price already fixed when the option was purchased.

The risk

A change in the price of the underlying asset, e.g. the share on which the option is based as the subject of the contract, can reduce the value of the option. An impairment occurs in the case of a purchase option (call) in the event of price losses, in the case of a sale option (put) in the event of price gains of the underlying contractual object. If an impairment occurs, this is always disproportionate to the change in the price of the underlying asset, even to the point of the option being worthless. However, the value of the option can also decrease if the price of the underlying asset does not change because the value of the option is also determined by other pricing factors (e.g. term or frequency and intensity of price fluctuations of the underlying asset). Because of the limited term of an option, one cannot then rely on the price of the option to recover in time. If the expectations regarding the market development are not met and the option is therefore not exercised or if the exercise is neglected, the option expires at the end of its term. The loss is then the price paid for the option plus the costs incurred.

2. Buying an option on financial futures contracts

The business

When you buy an option on a financial futures contract, you acquire the right to enter into a contract on terms that are fixed in advance, by which you commit yourself to the purchase or sale of, for example, securities, foreign exchange or precious metals at a forward date.

The risk

This option is also initially subject to the risks described under 1. After exercising the option, however, one takes on new risks: These depend on the financial futures contract that is then concluded and can be far higher than the original investment - that is the price paid for the option. Then there are additional risks from the financial futures transactions described below with settlement on the due date.

3. Buying an option on commodity futures contracts

The business

Purchasing an option on a commodity futures contract gives you the right to enter into a contract, on predetermined terms, by which you agree to buy or sell forward a commodity futures contract, such as a coffee or wheat contract.

The risk

This option is also subject to the provisions under B.I.1. and B.I.2. mentioned risks. In addition, there may be significant risks from the commodity futures transactions described below under D in the event of a delivery obligation or the delivery of the commodity futures contract on which the option is based, which can go far beyond the original use.

II. SALE OF OPTIONS

1. Forward sale and sale of a call option on securities, foreign exchange or precious metals

The business

As a seller by appointment, you enter into the obligation to deliver securities, foreign exchange or precious metals at an agreed purchase price. As a seller of a call option, you only have this obligation if the option is exercised.

The risk

If prices rise, you still have to deliver at the previously determined price, which can then be considerably below the current market price. If the subject of the contract that you have to deliver is already in your possession, you will no longer benefit from rising market prices. If you want to buy it later, the current market price can be significantly higher than the predetermined price. The risk lies in the price difference. This risk of loss cannot be determined in advance, i.e. it is theoretically unlimited. It can go far beyond the collateral provided by one if one does not own the delivery item but only wants to stock up on it when it is due. In this case, considerable losses can arise, since depending on the market situation, one may have to buy at very high prices or have to make appropriate compensation payments if one is not able to buy.

Note

If the subject matter of the contract that you have to deliver is in your possession, you are protected against replacement losses, but if these values are kept completely or partially blocked for the term of the financial futures transaction (as collateral), you can during this time or until the settlement of the do not have access to the futures contract and do not sell the values either, in order to avoid losses in the event of falling prices.

2. Purchase forward and sell a put option on securities, foreign exchange or precious metals

The business

As a forward buyer or seller of a put option, you enter into an obligation to buy securities, foreign exchange or precious metals at a fixed price.

The risk

Even if prices fall, you have to buy the object at the agreed price, which can then be significantly higher than the current market price. The risk lies in the difference. This risk of loss cannot be determined in advance and can go far beyond any collateral provided. If you intend to resell the values immediately after acceptance, you should note that it may be difficult or impossible to find a buyer; depending on the market development, a sale may then only be possible with considerable price reductions.

3. Selling an option on financial futures contracts

The business

When selling an option on a financial futures contract, one enters into the obligation to enter into a contract, with terms and conditions fixed in advance, through which one commits oneself to the future purchase or sale of e.g. securities, foreign exchange or precious metals.

The risk

Should the option written be exercised, one runs the risk of being a seller or buyer forward, as set out in paragraphs 1 and 2 of this section. is described.

4. Selling an option on commodity futures contracts

The business

When writing an option on a financial futures contract, one undertakes to enter into a contract, under predetermined terms, by which one agrees to buy or sell forward financial futures contracts, such as Kaffe futures.

The risk

Should the written option be exercised, one runs a significant risk of a seller or buyer in the forward position, as set out in B.I. and B.II. and D is described.

III. OPTION AND FINANCIAL FUTURE CONTRACTS WITH DIFFERENCE BALANCE

The business

In the case of some financial futures transactions, there is only cash settlement. This concerns in particular:

- Options or financial futures contracts on an index, i.e. on a variable number that is calculated from a stock of securities determined according to certain criteria and whose changes reflect the price movements of these securities.

- Options or financial futures contracts on the interest rate on a time deposit with a standardized maturity.

The risk

If expectations don't materialize, you have to pay the difference between the price quoted at closing and the current market price at maturity of the deal. This difference accounts for the loss. The maximum amount of the loss cannot be determined in advance. It can go far beyond any collateral provided.

C. OTHER RISKS FROM FINANCIAL FUTURE TRANSACTIONS

I. FINANCIAL FUTURES INVOLVING CURRENCY RISK

The business

If you enter into a financial futures transaction in which the obligation or the consideration to be claimed is in a foreign currency or a unit of account (e.g. ECU) or the value of the subject matter of the contract is determined accordingly (e.g. gold), you are exposed to an additional risk.

The risk

In this case, the risk of loss is not only linked to the performance of the underlying contractual object. Rather, developments on the foreign exchange market can be the cause of additional incalculable losses. Exchange rate fluctuations can:
decrease the value of the purchased option
the subject matter of the contract increase the price of the subject matter of the contract, which would have to be delivered to fulfill the financial futures transaction if it is to be paid for in a foreign currency or a unit of account. The same applies to a payment obligation from the financial futures transaction that has to be fulfilled in a foreign currency or in a unit of account.
reduce the value or the sale proceeds of the contractual object to be taken from the financial futures transaction or the value of the payment received.

II. RISK EXCLUSIVE OR LIMITING TRANSACTIONS

You cannot rely on being able to conclude transactions at any time during the term, through which you can compensate for or limit the risks from financial futures transactions. Whether this possibility exists depends on the market conditions and also on the structure of the respective financial futures transaction. Under certain circumstances, a corresponding transaction could not be carried out, or only at an unfavorable market price, resulting in a loss.

III. CLAIMS OF CREDIT

The risk increases if, in particular, the purchase of options or the fulfillment of delivery or payment obligations from financial futures transactions are financed via credit. In this case, if the market develops contrary to expectations, you not only have to accept the loss that has occurred, but also pay interest on the loan and repay it. Therefore, never rely on being able to repay the loan from profits from the financial futures transaction, but before concluding the transaction, check the economic circumstances to see whether you are able to pay interest and, if necessary, repay the loan in the short term if losses occur instead of the expected profits.

IV. MARGINATION OBLIGATIONS

When entering into financial futures transactions, you have to provide collateral, called a deposit or margin. If this margin is not sufficient as security in the event of price losses, you either have to add additional security immediately upon request, i.e. provide additional security, or the position in the market is liquidated. Additional payment obligations can go far beyond the collateral provided and can include all other assets. Compulsory liquidations due to a lack of additional funds can lead to significant losses that can go far beyond the collateral provided.

D. FINANCIAL FUTURES

In addition to the aforementioned risks, significant additional risks arise when concluding financial futures transactions, in particular when concluding futures transactions, due to physical delivery (short position) or acceptance (long position) obligations.

I. SERVICE AND DELIVERY

It should be noted that the seller has the right to tender the goods by appointment during the tendering period. The buyer by appointment can request delivery only when the contract expires. The delivery to the delivery locations defined within the exchange takes place at the delivery location specified by the seller in the prescribed quantity and the prescribed quality range after prior notification. The seller is free to choose the exact time of delivery, but must deliver within the delivery month and announce this delivery one working day in advance (tender) with a written tender (note of delivery)...

The risk

As a buyer, the risk of not closing out in good time is that you are suddenly faced with a tender and thus an obligation to purchase. As a seller, when the contract expires, you could suddenly be faced with the obligation to deliver. Besides that In the event of a settlement within the delivery month, the seller may be confronted with a forward purchase that is accompanied by a tender notice. This forces him to accept or pass on this delivery.

II. PURCHASE OBLIGATIONS

The risk increases in the case of an obligation to purchase in such a way that, in the case of a financial futures transaction that is not settled in good time by an offsetting transaction, the purchased goods actually have to be purchased and paid for in full, and the resulting significant additional storage and transport costs have to be borne. The risk of loss cannot be determined in advance and goes far beyond any collateral provided. In individual cases, it can include all personal assets.

III. DELIVERY OBLIGATION

In the event of an obligation to deliver in the case of a financial futures transaction that is not settled in good time by an offsetting transaction, the corresponding goods must be purchased in the specified quantity and quality, stored and delivered. These considerable costs have to be borne additionally. This cost risk cannot be determined in advance and goes far beyond any collateral provided. In individual cases, it can include all personal assets.

E. SECURITIZATION IN SECURITIES

The risks from the transactions described above do not change if the rights and obligations are documented in a security (e.g. warrant).

Place and date: ______________________

Signature: ___________________________

Business partner

DATA PROTECTION

The VMJV uses your data exclusively for internal purposes and to collect the data required for this contract.

Data is neither sold nor passed on to third parties, with the exception of authorities that can insist on disclosure.

All data is stored in encrypted form internally with us, or stored in encrypted form at our provider.

The comprehensive data protection declaration can be found at www.vmjv.net/de/datenschutz.