



## ENGAGEMENT LETTER

### PPTP THE RULES OF THE ROAD

None of the customary standards and practices that apply to normal, conventional business and finance applies to private funding programs. It is a "**privilege**" to be invited to participate in a **Private Placement Transaction Program**, not a "right." The trading administrators and managers have a virtually endless supply of financially qualified Applicants. All things considered, the trading administrators and their banks will favor the Applicant who provides the best paperwork. An Applicant should never underestimate what the trading entities know about him maybe.

### NOTICE

**Failure to provide full disclosure will disqualify the disingenuous. Applicants must first prove that they are qualified, before they are introduced to a Trading Group, not the other way around.** Until the Applicant is accepted by each of Compliance, the Trader, and Trading Bank(s), no placement can occur. The U.S. Patriot Act has introduced obligatory compliance procedures. Face-to-face interviews with compliance officers and program management are occasionally required, but generally not necessary. **Any arrogant or demanding personality will be guaranteed to be rejected. Only the principal owner of funds is required as Signatory. Corporations must empower an Officer or Director as sole and exclusive Signatory by enacting a Corporate Resolution. Not only do the funds have to be on deposit in an acceptable bank --- they must also be in an acceptable jurisdiction.**

\_\_\_\_\_ **It is felony fraud to submit documents or financial instruments that are forged, altered or counterfeit.** Such documents are promptly referred to the appropriate law enforcement agencies for immediate criminal prosecution. The practices, procedures and rules are determined by the U.S. Federal Regulatory Authorities, open Central Banks program management, licensed traders and trading banks. It is their decision whom to accept and whom to reject. Contract terms, yield, schedules, etc., are made to fit **their needs and schedules** --- and not the caprices or demands of the Applicant.

\_\_\_\_\_ This marketplace is **highly regulated** and strictly confidential, and absolute confidentiality by the Applicant is a key element of every contract. **An Applicant who breaks confidentiality will precipitate instant cancellation.** Finally, **submission of the application documents to more than one management group at a time is termed "shopping"**. If an Applicant "shops", he can expect that this fact shall be quickly disseminated and known

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Confidential

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among the program management groups, all of whom maintain close communication – **and will then be accepted by none and rejected by all.**

\_\_\_\_\_ The process is very simple: Accessing a trade platform is by invitation only, so we need to get the Applicant into a position that he is given an invitation by the Trader to participate in a trade. As Traders/Intake Officers are legally prohibited from soliciting for business, Applicants must come to the table first and supplying the required information.

#### STEP ONE – INTRODUCTION & PRELIMINARY INTAKE

\_\_\_\_\_ **CLIENT INFORMATION SHEET (CIS)** = Applicant must fill in ALL data fields. Any fields that are not relevant to the Applicant must be designated “N/A”. NO BLANK LINES, PLEASE.

\_\_\_\_\_ **INTERMEDIARY INFORMATION SHEET(S)** = All introducing parties must submit their personal and business contact data.

\_\_\_\_\_ **ENGAGEMENT LETTER (a/k/a “RULES OF THE ROAD”)** = Applicant and Intermediary/Introducer(s) sign and return this letter.

\_\_\_\_\_ **PASSPORT** = Full page (8.5” x 11”) color passport copy of the Principal only.

\_\_\_\_\_ **(PRELIMINARY) PROOF OF FUNDS (POF)** = Scanned (or pdf version) of most recent complete bank statement & current screen shot or SBLC showing funds on deposit or instrument (SBLC). (POF ideally no more than 3 days old).

\_\_\_\_\_ **INTRODUCTORY CONFERENCE CALL** = Between Applicant and RAU and Associates, during which the program description, and this Letter of Engagement, will be discussed in detail. This call is essential to beginning the KYC (“Know Your Client”) process. Intermediaries/Introducers may attend this call. However, once the Applicant agrees to move forward, only RAU and Associates will be in direct contact with the Applicant to continue to move the process forward.

#### STEP TWO – PREPARATION OF APPLICANT DOCUMENTS

RAU and Associates will prepare the following documents for the Applicant’s completion, initials, and signatures.

\_\_\_\_\_ **EXECUTED NCND** = All parties required to sign, including ALL Intermediaries/Introducers.

\_\_\_\_\_ **FULLY COMPLETED CIS & KYC PACKAGE** = All pages must be **“wet signed” and initialed in BLUE ink only**, no cut and paste signatures as this will not pass compliance; Dated the same as the Proof Of Funds (POF – see below); **Each page must be placed on corporate or personal letterhead – NO EXCEPTIONS.**

\_\_\_\_\_ **Proof Of Funds** = Most recent bank statement (updated if applicable) & current tear sheet (or SBLC) showing funds on deposit or instrument (SBLC). The Bank Statement must be signed and dated by two bank officers along with their banking number, and a copy of each banking officer’s business cards. (POF ideally no more than 3 days old).

\_\_\_\_\_ **RWA** = A letter from the Principal’s bank, written to the Principal, stating that the bank is ready willing and able (RWA) to issue a SWIFT MT760, along with a copy of the banking officer’s business card.

\_\_\_\_\_ **EXECUTIVE SUMMARY** = Project information (if required/available).

\_\_\_\_\_ **IMFPA** = Applicant signs and returns the Irrevocable Master Fee Protection Agreement, “wet signed” and initialed in BLUE ink. This agreement is between the Applicant/Principal and RAU and Associates, is confidential and not to be disclosed to ANY outside parties. Fee is paid only when and as the Applicant/Principal is

receiving their proceeds from trading activity. A separate "Fee Sharing Agreement" will be executed between RAU and Associates and Intermediary/Introducer(s), if applicable.

*The above file would then be used for initial soft Due Diligence on the Principal, along with clearance on the funds. This usually takes one to two business days.*

*From this point on, "Applicant" is heretofore referred to as "Principal" or "Client"*

### STEP THREE – SUBMISSION OF PACKAGE TO TRADE GROUP

\_\_\_\_\_ The Trader's/Intake Officers fee contract will then be issued. This will need to be signed and returned by the Principal, as the Trader will not discuss or negotiate his fees.

NO FEE IS PAID UNTIL THE PRINCIPAL (i.e., the "CLIENT") HAS ENTERED INTO A TRADING CONTRACT – AND ALL TRADER/INTAKE OFFICER FEES ARE DERIVED FROM TRADING ACTIVITY – NO OUT OF POCKET COSTS TO THE PRINCIPAL. A new KYC may also be issued with the trade slot reference number which will need to be completed and **wet signed and initialed** on all pages by the Principal --- Any cut and paste signatures will mean the trade slot will be revoked and the Principal will not be allowed in the program. Once the Trader's/Intake Officer's fee agreements are signed along with the KYC the Intake Officer is then happy to take the principal to the next stage. For information only: The Trader's fees range from 30% to 50%

### STEP FOUR --- INTRODUCTION OF PRINCIPAL TO TRADER

\_\_\_\_\_ **Conference Call** - This will be a secure conference call between the Trader or the Intake Officer and the Principal ONLY; it's a secure call and may be recorded --- only the Trader and Principal are allowed on the call -- NO EXCEPTIONS.

\_\_\_\_\_ **Confidential Information** - This is when the Trader/Intake Officer will invite the Principal to participate, and the Trader/Intake Officer will explain exactly the targeted returns the Principal will receive over the duration of the trading period, and when tranches would be paid out, either weekly or monthly. The Trader/Intake Officer would then send a private and confidential contract direct to the Principal for signing, along with any verbiage to give to the Principal's banking officer to organize the required SWIFT; this would need to be signed almost by return to avoid the Trader's invitation to participate being revoked. (Principal is encouraged to engage his own legal counsel, which should be experienced in these matters).

\_\_\_\_\_ **Strictest Confidence** - Any sharing or solicitation of the Trader's contract, whether signed or unsigned, will have negative connotations. Principals/Brokers/Intermediaries can and have been blacklisted. This will be fully explained to the Principal on the secure call with the Trader. In essence, **Trader's contract/details are private and confidential, and are for the eyes of the Principal only** --- any deviation can lead to the revoke of the trade.

**NOTE:** The above process are set by the Trader. They can change at any time, should the Trader require. Therefore, the above is intended only as a guide.

### Sub note. Cash & SBLC's (Not Leased) Instruments

\_\_\_\_\_ **Cash US\$10 million+** (or other currency equivalent) **The Principal's funds never leave the Principal's account** as funds will simply be blocked for the duration of the trade with an MT760, so the Principal won't be able to move or use those funds while the trade is in progress. The Trader will simply "mirror" the amount and use his

own line of credit. The reason the funds are blocked: 1) The regulator is satisfied that the funds are real and blocked, 2) It is acceptable to the regulator for the trader to “mirror” the funds, 3) Therefore, absolutely no risk to the Principal on his funds.

\_\_\_\_\_ **Instruments SBLC (Minimum amount US\$50 million)** These will be taken in, monetized, and proceeds put to trade.

\_\_\_\_\_ In regards to projected returns, once the Principal is in direct contact with the Trader, only the Trader himself will be able to project the exact returns the Principal can expect to receive, as the Trader is legally the only person who can give accurate returns based on what slots and trades that are available at that moment in time, which will be fully disclosed on the conference call and written within the Trader’s contract.

At no point will the Principal be asked to pay any amount to anyone prior to entering into contract with the Trader, and the fees to the Trader and the Trader’s Intake Manager(s) are covered by the trading activity (distributions derived from trading activity are divided between the Principal and the Trader/Intake Manager(s), per the Trader’s contract with the Principal), should the invitation to the Principal be issued by the Trader. All we ask is the Principal works with us **diligently** until he’s in direct contact with the Trader/Intake office. If the Principal wishes not to sign the Trader’s contract, for whatever reason, then in principal both parties shake hands and part company. This never happens, as both parties typically are mutually comfortable by the time the Trader’s contract is issued to the Principal, and the contract inevitably gets signed. As there are no advanced fees, we do expect the Principal to diligently follow instruction from us --- If not, we will simple close the file.

Further information is only available after the Principal has supplied his complete file and come to the table --- no further information can or will be given until then.

**WE MUST STRESS:** Please come to the table **only** if you are fully prepared to move quickly, as information is processed very quickly on our end, and the Trader/Intake Officer(s) like to tie things up within a matter of days and get into trade. If the Principal comes to the table and is slow in responding, then he might miss the allocated slot, or the Trader could revoke the invitation given to the Principal. **Principals must be in a position to move at the speed of the Intake Officer and Trader**, and not at the convenience of the Principal. Any fraudulent documentation sent in by the Principal will have an adverse effect, as the file will be passed to the fraud department, who in turn will pass to the relevant authorities for prosecution.

**This Agreement is understood and agreed upon by:**

ACCEPTANCE BY:

By: \_\_\_\_\_  
It’s Managing Partner and individually

Date: 09/04/2019

Email:

Tel:

Address:

By: \_\_\_\_\_  
It's Managing Partner and individually

Date: 09/04/2019

Email:

Tel:

Address: