

RIPTIDE VENTURES INC.



Managed Forex Account Accounts

NOTICE

The Managed Forex Accounts (hereinafter "MFAs") offered by Riptide Ventures Inc., and or Cayo Flow Capital have been prepared in relation to the private offer to a limited number of investors. The MFAs shall only be disseminated to limited private persons and is typically not offered to the general public nor are the MFAs suitable for every type of investor.

The participation in the MFAs in certain jurisdictions may be restricted. Investors are required to inform themselves about and to observe any such restrictions. Currently the MFAs are not available to citizens or natural persons in the USA. This document does not constitute, and may not be used for the purpose of, an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

Prospective investors should not construe the contents of this document as legal, tax or financial advice. Each prospective investor should consult his own professional advisers on (a) the legal requirements within the country of his residence for making an investment in the MFAs, (b) any foreign exchange restrictions that may be relevant to him and (c) the income and other tax consequences that may be relevant to participation in the MFAs.

The MFAs are intended only for, and limited to, the professional or sophisticated investor who can afford the risks inherent in this type of investment. An investment in the MFAs should be considered by an investor as speculative and an investment made should not constitute the sole or principal holding of any investor.

"The Company" Riptide Ventures Inc. (hereinafter "RVI") DBA: Cayo Flow Capital, is duly incorporated according to the laws of the Republic of Seychelles as an International Business Corporation since 2007 and has its principal registered business office at Suites 204 & 205, Victoria House, State House Avenue, Victoria, Mahe, Republic of Seychelles.

MFAs TRADE STRATEGY AND METHODOLOGY

The strategies employed by the MFAs vary considerably from one system to another. Most strategies are shorter term strategies, consisting of either scalping, position, grid, arbitration, or swing trading strategies. Nearly all trades are closed within the corresponding trading session of the particular currency pair being traded, so it is very rare that trades are held over sessions and trades are very rarely held over the weekend. Detailed explanations of the MFAs are explained on the www.cayoflow.com website, and it is up to each investor to ensure they are comfortable with the trading strategy employed by each MFA.

PERFORMANCE

The returns that the MFAs aim to achieve will be an “absolute return”, meaning there is no benchmark to be expected. RVI’s objective when trading the MFAs is to maximize returns within their risk parameters. Based on the strategies used in the MFAs, RVI shall strive to achieve an above industry average target each month higher than most major indices. To achieve these goals, it is possible that accounts in the MFAs may occasionally suffer from sizeable drawdowns which could potentially be up to -50% or more, and it should be strongly noted that past performance of the MFAs is no indication of future performance. The sole intent of the MFAs is to maximize capital maintenance over profit maximization. Proprietary risk management in the trading systems play a key role in the investment strategies. The target performance goals will be dependent on market conditions, the MFAs performance, successful deployment of risk management strategies, and other risk factors listed below and herein and should not be interpreted as an indication of likely future performance.

RISK FACTORS

Investment in the MFAs will involve certain risks inherently associated with investment in such ventures as detailed above and there can be *no assurance that the investment objectives of the MFAs will be achieved*. Some of the MFAs are relatively new systems with little operating history under their proposed strategy on which to evaluate their likely performance.

An investment in the MFAs should be considered by an investor as high risk and speculative and an investment in the MFAs should not constitute the sole or principal holding of any investor.

Prospective investors are recommended to review this document in its entirety, and to consult with their legal, investment and tax advisors, before deciding whether to invest in the MFAs and should specifically consider:

Forex Markets: Trading Forex involves a relatively HIGH DEGREE OF RISK compared to other types of investments. Before investing in Forex, a prospective client should consult his/her financial advisor(s) to inform themselves fully on Forex trading and to determine if Forex is suitable for their investment needs. Forex trading involves many risks. The client should become familiar with some of the more significant risks before participating in any form.

Trading is Speculative and Volatile: Foreign currency prices are highly volatile. Price movements for currencies are influenced by, among other things: changing supply and demand relationships; trade, fiscal, monetary, exchange control programs and policies of governments, US and foreign political and economic events and policies, changes in interest rates and inflation rates; currency devaluations and revaluations; and marketplace emotions. None of these factors can be controlled by any market participant and no assurance can be given that the MFAs will result in profitable trades for any investor or that an investor will not incur losses. Account leverage magnifies the impact of currency volatility on margin requirements of open positions.

Forex Trading is Leveraged: Any event which adversely affects the value of an investment would be magnified to the extent when leverage is employed and will result in greater losses than would be realized if leverage were not used.

Relying on the MFA Systems: No assurance can be given that the techniques and strategies of the MFAs will be profitable in the future, or that the services of it will be available to any investor in the future. The specific details of the MFAs trading approach are proprietary; consequently, you will not be able to

determine the details of it, and changes to the approach can be conducted at anytime without prior consultation.

FCM & Broker Stability: No assurance can be given regarding the stability or credibility (past, present or future) of the chosen broker. If the client is unsure as to whether or not they are comfortable putting their funds with a specific broker (FCM), the client needs to conduct additional due diligence. Riptide Ventures Inc., will not be held responsible for any actions, omissions, errors or misconduct, conducted by a broker that has any affect on a clients account(s), negative or otherwise. The client assumes all responsibility when they place their funds with a specific FCM and should carefully consider the broker before doing so.

Potential Illiquidity of Forex Market: Forex positions cannot always be liquidated at the desired price. This can occur when the market is "thinly traded" (i.e., a relatively small volume of buy and sell orders).

MANAGEMENT

Board of Directors: The function of the board of directors of RVI ("the Board of Directors") is to conduct the Company's business operations and review and be responsible for the activities of the Company. The Board of Directors will meet periodically, to review the administrative, trading and investment affairs of the Company and in so far as its investment affairs are concerned the board will at all times act and rely upon the advice of its investment advisors, traders and financial consultants as appointed from time to time.

The members of the Board of Directors are elected by the voting shareholders of the Company to serve for an indefinite term. The members of the Board of Directors will serve until their resignation, death or removal.

ADMINISTRATORS

Mr. Edward Haugh, will serve as an administrator to the Company for the MFAs and will be responsible for looking after the following matters (or delegating these), under the general supervision of the Board of Directors:

- communicating with investors;
- monitoring, participating and liaising with the MFAs core trade teams and developers;
- maintaining the company's relation with their FCM;
- assisting to process any subscriptions and redemptions, and payments for the MFAs;
- maintaining MFA's financial and trading records;

FEES AND EXPENSES

RVI charges no front-end fee and will bear its own management, administrative, legal, audit and other expenses (including any expense of obtaining a valuation of the Company assets). A performance fee and broker commission will be charged to investors in the MFAs as outlined in the Limited Power of Attorney issued to each participant before they can participate in the MFAs. All performance fees are always taken after the high water mark is met.

PARTICIPATION IN THE MFAS

To participate in the MFAs, an investor opens up their own account at the brokerage firm in which the MFAs are being traded at. The investor then funds their account with the minimum balance. No party

involved with RVI or the MFAs can access or control the money in this account but the investor. RVI cannot even deposit or withdraw funds from the investor's account without the proper authorization to do so, and the investor retains full access and control over the account at all times. A managed forex account hereby allows an investor to have their funds traded professionally by RVI and the MFAs via a limited power of attorney agreement (LPOA). This enables RVI to trade an investor's account on their behalf, without the investor having to transfer the funds into RVI's account. The investor remains in complete control of their funds at all times. Investors can check the balance of their account at anytime, see the daily trade activity, or withdraw or deposit funds when they please. Investors can also revoke their LPOA at anytime if they are not happy with the MFAs performance.

The MFAs trade all investor's accounts as one large master account using PAMM or LAMM, or MAM software, which is offered by most leading brokers. The PAMM (Percent Allocation Management Module) distributes gains, losses and fees on an equal percentage basis. In this way all accounts regardless of size obtain the same percentage returns. The LAMM (Lot Allocation Management Module) allows the trader to allocate different trade lots to each investor's account. This grants the trader the flexibility to use different leverages for different types of investors. The MAM (Multi-Account Manager) is a combination of the features found in a PAMM and LAMM, and offers more flexibility to the trader managing investor accounts. In most instances that MFAs utilize the MAM software.

Investors are typically granted live read only access to their managed account either through an online report viewer or a downloadable trading platform. They can then view their account, including balance and activities; however they will not be able to place their own trades on the account, unless they revoke their LPOA, which will disable RIV's ability to trade on their behalf.

CONFIDENTIALITY AGREEMENT

Non-Disclosure and Non-Circumvention Agreement

Before participating in the MFAs, an investor must acknowledge, understand, and agree, that the trading methods employed by the MFAs are proprietary, and that the advice or performance provided by the MFAs is for the exclusive use of investors in the MFAs. The undersigned in this document agrees that any and all positions, reports, performance information and other confidential or proprietary information distributed to the client by RVI or the MFAs is intended solely for them, and must be held in confidence. The undersigned agrees not to disclose any of RVI or the MFAS's trading recommendations, advice, analysis, or details of their proprietary trading system(s) to any third party without written consent from a person of RVI or the MFAS. The undersigned agrees to treat all such communication related to the MFAs as confidential. Any such breach of this agreement may result in the closure of accounts held by the investor.

Notwithstanding anything hereinbefore contained:

1. The undersigned covenants and agrees that the undersigned and his/her corporation, partnership, trusts, divisions, subsidiaries, employees, agents or consultants or advisors shall not make any contract with any institution, client, individuals, or other person/s introduced or affiliated with Riptide Ventures Inc., and the MFAs.
2. The MFAs are private and confidential and intended solely for the party participating in them and the details or proprietary system information are not for public distribution. It may change without notice and may not be disclosed or duplicated in any way, either in whole or part.

3. Any corporation, firm, company or individual of which the undersigned is a party to, member of, principal agent for, employee or otherwise that would benefit financially from association is bound by this agreement.
4. This agreement is a perpetuating guarantee, is applied to any and all transactions between the parties regardless of any outcome, and the undersigned confirms he/she has the authority, power and ability to enter into this agreement.

OTHER TERMS & CONDITIONS

1. No Investor shall be entitled to interfere with or question the exercise or non-exercise of any rights or powers, relating to RVI, its investments or the MFAs, by all or any of the Directors of the Company or any investment managers, administrators or advisors duly appointed and authorised by RVI.
2. This document contains the entire and complete agreement between RVI and any investor in respect of the subject matter hereof, and shall be deemed to prevail over and supersede any prior oral or written arrangements or agreements as to such subject matter. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
3. Neither RVI nor any duly appointed representative or advisor acting in good faith shall be liable to the Investor for any loss or damage arising from or in connection with any representations, agreements or statements made prior to or at the time of an Investor lodging an application for participation in the MFAs other than those representations agreements or statements confirmed in writing by a duly authorised representative of RVI or expressly incorporated or referred to in this document.
4. The Investor/s shall be deemed to have accepted the terms and conditions of this document if (without limitation) any of the following events occur:
 - (a) the Investor or any person on the investor's behalf lodges a limited power of attorney form for participation in the MFAs.
 - (b) the Investor signs a hard copy or digital copy of this agreement.
 - (c) the Investor or his nominee is either directly or indirectly placed into the MFAs.
 - (d) otherwise indicates his acceptance of the said agreement and participation in the MFAs.
5. This disclosure document, the LPOA form, together with the Investor's relationship and dealings with RVI, shall be governed and construed in all respects in accordance with the laws of the Republic of Seychelles, or alternatively in the USA in the state of California.

THE INVESTOR REPRESENTS AND WARRANTS TO RVI THAT:

1. The Investor has been made aware of their right to obtain and the desirability of so obtaining, independent investment, taxation and legal advice prior to participating in the MFAs or any other investment with RVI;
2. The Investor confirms not to be in breach of any anti – money laundering laws;
3. The value and investment performance of any investment made by the Investor in the MFAs may fall as well as rise and, given investment risks, that the return of the Investor`s capital is not guaranteed;
4. The Investor has read, understood and accepted the provisions of this document; and wishes of his/her/their/its own free will to be bound by such provisions and to proceed with the investment;

5. The Investor has not relied on any representations of other information purported to be given on behalf of RVI except in this disclosure document; and
6. The Investor hereby confirms that they understand all risks associated with this investment, can afford to participate in this investment, and that the monies used to participate in the MFAs are not sourced from the proceeds of any criminal, illegal narcotics, tax evasion or terrorist activities which may damage the name of RVI or its partners, affiliates and brokers.

By signing this page alone, I/We the undersigned (Investor) acknowledges having received, read, and that I/We understand this entire disclosure document and trading agreement regarding the risks involved in participating in the MFAs with Riptide Ventures Inc. (dba: Cayo Flow and/or Cayo Flow Capital) based on the terms and conditions in this agreement.

PRIMARY SIGNATORY

CO-SIGNATORY (if required)

NAME (first, middle, last)	NAME (first, middle, last)
PASSPORT / ID NUMBER:	PASSPORT / ID NUMBER:
COMPANY NAME (if applicable)	COMPANY NAME (if applicable)
COUNTRY OF RESIDENCE:	COUNTRY OF RESIDENCE:
DATE:	DATE:
SPECIMEN SIGNATURE:	SPECIMEN SIGNATURE:

Please sign this page only and either scan and email to: info@cayoflow.com or Fax to: 1-866-674-6760.