



YOUR RELIABLE PARTNER IN THE WORLD OF FINANCE

TRUST INVEST Finance Group Limited

INCORPORATION OF A PRIVATE LIMITED COMPANY

CLIENT AGREEMENT

AGREEMENT OF TRUST MANAGEMENT OF FUNDS No. FI-00000/00-2018

DATE: 00/00/2018

TRUST INVEST Finance Group Limited, registration No. 11166999 (hereinafter referred to as the "Company"), located at 85 Tottenham Court Road, London, United Kingdom, W1T 4TQ, acting by the Limited Partnerships Act 1907, the Companies Act 2014, common law and rule of equity, as the party of the first part, and the Trustor _____, date of birth _____, registered at _____, the ID _____ (hereinafter referred to as the "Client"), acting voluntarily and in his own name, as the party of the second part, hereinafter referred to jointly as the "Parties", and, separately - the "Party", have concluded the Customer Agreement (hereinafter referred to as the "Agreement") on the following:

1. SUBJECT OF THE AGREEMENT

- 1.1. The Client shall transfer in trust the funds (hereinafter referred to as the "Funds"), belonging to the Client as a property, to the Manager for the duration specified in the Agreement, and the Manager shall provide management of these funds in the Client's best interests.
- 1.2. As per the Agreement, the funds shall be meant for investing into marginal financial tools with changing rate of income. The Manager shall provide to the Client the services for trust management of investments and other assets by trading the currency pairs at the Forex market, purchasing and selling the shares of US emitters and other securities, as well as derivatives of these securities and contracts of stock indices.
- 1.3. As per the Agreement, the beneficiary shall be the Client. Transfer of funds into trust shall not lead to transfer of ownership right for them to the Manager.
- 1.4. Considering that the Manager is a public company, he, among other things, shall provide his services for management of investments to private investors - non-residents from all over the world, establishing relations, conducting communication and acting according to the instructions provided by the Clients through the registered accounts (personal back offices) at the Manager's website, and shall offer his services in the form of a public offer agreement.
- 1.5. The Agreement shall be accepted as a web document as shall not require the procedures of signing by the Parties. Registration of the Client's account via the Manager's website shall mean the automatic acceptance of all clauses of this Agreement by the Client, as well as acceptance of all rules and terms published at the Manager's website which are an integral part of the Agreement.
- 1.6. The Manager shall provide the Client with a free access to the website and other materials necessary for the procedures of account registration at the Manager's website.
- 1.7. The Agreement shall come into effect and become legally binding for the Parties in full from the moment of the Client's forming an invoice through his personal account for the first time and transferring the funds to the Manager according to the provisions and terms of the Agreement. The Agreement shall remain in effect until any of the events specified in Article 9 of the Agreement ("AGREEMENT DURATION").
- 1.8. Considering the above, the Client shall agree to entrust the Manager with providing the Client with investment management services for a reward as per Article 5, Clauses 5.1. and 5.2. of the Agreement. In view of the above terms, the Client and the Manager are legally bound as per the Agreement, as if the Agreement were signed by the Parties in the regular way and sealed by the Manager's seal.

2. FIDUCIARY NATURE OF THE AGREEMENT

2.1. In the course of execution of rights and responsibilities as per the Agreement, the Manager shall act in good faith and in the way that is the best for the interests of the Client. The Manager shall have the exclusive right to determine which way of management of funds is the best from the point of view of the Client's interests.

2.2. The Manager shall provide to the Client the following services for strategic distribution of funds (assets). The Client shall be able to use the Manager's services in formation of the investment portfolio according to the terms and provisions specified in the Manager's investment strategies, which are published and effective from the moment of commencement of the Agreement. The Manager shall be able to manage the Client's funds independently and through the partner broker companies all around the world.

2.3. Investment strategies of the Manager shall offer the Client a wide range of ready investment portfolios with various ratios of profitability and risks. Investment portfolios with high risk level shall be managed with the help of the Short aggressive strategy, in view of the possibility of short-term growth or reduction of the capital cost. Investment portfolios with the medium risk level shall be managed with the help of the Medium moderate strategy, in view of the possibility of mid-term growth or reduction of capital cost. Investment portfolios with low risk level shall be managed with the help of the Long conservative strategy, in view of the long-term growth or reduction of capital cost. Depending on the types of the used investment portfolios, obtaining profit can be related to the terms of the applied investment strategy and takes place on the irregular basis.

2.4. The Manager shall start the management of the Client's funds on following Monday of a new business week from the moment of conclusion of the Agreement, and shall provide to the Client the report on the funds management on his website on each Friday, on the last day of a business week.

2.5. The Client, observing the KYC ("Know Your Client") policy, established by the Manager, and for the purpose of passing full verification of his Profile in the back office and further receipt of a hard copy of the Agreement to his home address, shall upload the scanned copies of the documents required for the verification of his identity (ID, passport, or driver's license) and his residence address (utility bill, bank account record, or any other document required for the verification of his identity (ID, passport, or driver's license) and his residence address (utility bill, bank account record, or any other document proving the Client's actual residence).

2.6. The Manager has the right to apply appropriate procedures to verify the compliance of the documents uploaded by the Client. All the documents uploaded by the Client for the above purposes shall be clear and in good resolution. The Manager shall need adequate grounds for acknowledging the authenticity of any uploaded document; otherwise, the confirmation may be declined with the request for correction of the declined documents by scanning and uploading high-quality images of the Client's documents.

2.7. The Client can perform the following operations through his personal back office at the Manager's website:

- (1) Generate incoming money transfers;
- (2) Distribute the investment sums into any accessible investment portfolio;
- (3) Track the indicators of the investment portfolio management;
- (4) Transfer the funds accumulated at his Personal Account to the Personal Accounts of other Clients of the Manager;
- (5) Trust the Manager with transfer of the funds accumulated at his Personal Account to his external billing details according to Article 5, Clauses 5.4., 5.5., 5.6., 5.7. and 5.8. of the Agreement.

3. INVESTMENT PORTFOLIOS

3.1. Investment portfolios, accessible for distribution of the sum of investments, given by the Client into trust of the Manager, are divided into three strategic groups:

(1) Portfolios focused on short-term profit-making. Service life of such investment portfolios is from 28 (twenty eight) to 42 (forty two) working days. In case of positive indicators of such portfolios' management, the profits received in the process of management shall be weekly accrued to the Client's Personal Account in his personal back office according to the Agreement.

(2) Portfolios focused on mid-term profit-making. Service life of such investment portfolios is 168 (one hundred sixty eight) working days. In case of positive indicators of such portfolios' management, the profits received in the process of management shall be weekly accrued to the Client's Personal Account in his personal back office according to the Agreement.

(3) Portfolios focused on long-term profit-making. Service life of such investment portfolios is 336 (three hundred thirty six) working days. In case of positive indicators of such portfolios' management, the profits received in the process of management shall be weekly accrued to the Client's Personal Account in his personal back office according to the Agreement.

3.2. Indicators of all investment portfolios shall be enumerated and described in Appendix 2 to the Agreement. If the Manager introduces any changes into the portfolios' list or investment strategy, the corresponding amendments shall be sent to the Client's confirmed e-mail or in any other way provided by the Agreement.

3.3. The Manager may develop and offer the Client other strategic groups of investment portfolios, the detailed information on which shall be passed to the Client via the confirmed e-mail or published on the Manager's website within the public offer.

3.4. The Client shall choose a specific investment portfolio and trust the Manager to open a deposit for such portfolio from the funds previously deposited to his Personal Account with the help of special software accessible through the Client's personal back office, according to the provisions of the Agreement. If the Manager does not receive the required confirmation on depositing the funds to the Client's Personal Account for further opening a deposit for a specific investment portfolio, the Manager shall now allow opening a deposit for such portfolio until receiving the corresponding confirmation.

3.5. All the funds deposited by the Client to his Personal Account and all transactions performed in his Personal Account shall be accessible for tracking with the help of special software through the Client's personal back office at the Manager's website.

3.6. The Client shall not influence any investment strategies applied by the Manager and his partner broker companies. All decisions for management of funds shall be made at the Manager's sole discretion. The Manager may delegate the management of funds to the acknowledged broker companies from all over the world for a specific investment portfolio, and such broker companies shall manage the funds at their discretion. All such orders for managing a specific investment portfolio to broker companies shall be accompanied by the instructions issued by the Manager as to the general strategies and acceptable risks.

3.7. The Manager shall give no promises, assurances or guarantees that any service provided according to the Agreement will bring profit to the Client. Strategic decisions for distribution of assets are based on the methods and indicators that have been studied and have brought profitable results of management in the past. However, there shall be no guarantees that these strategic solutions will bring profitable results in the future. The Client shall agree that the Manager and his directors, employees, officials, independent agents and any departments shall not bear responsibility for any loss of the Client's funds due to reduction of net asset value of share investment funds belonging to the Client or due to unprofitable strategic solutions for distribution of funds applied by the Manager.

4. INVESTMENT AMOUNT

4.1. The currency for the deposit within the Agreement shall be US dollar (\$).

4.2. The minimum investment amount which the Client can invest through the Manager shall constitute \$ 50 (fifty US dollars). The maximum investment amount which the Client can invest through the Manager shall constitute \$ 332,500 (three hundred thirty-two thousand five hundred US dollars).

4.3. If the Client makes a decision to invest an amount over \$ 332,500 (three hundred thirty-two thousand five hundred US dollars) and as soon as he passes a corresponding application to the Manager through the communication channels set according to the Agreement, he shall receive the VIP Client status, and the agreements between the Parties shall be registered in a written form, with individual terms of depositing the funds and the investment strategy.

4.4. All investment amounts below \$ 50,000 (fifty thousand US dollars) can be deposited through the wallets in the Electronic Payment Systems (hereinafter referred to as the "EPS"), approved by the Manager, the list of which is accessible in the Client's personal back office.

4.5. All investment amounts over \$ 50,000 (fifty thousand US dollars) shall be transferred to the bank account of the Manager, specified in Appendix 1 to the Agreement. The Client shall perform the payment to the specified bank account of the Manager via banking transfer in full and without any deductions or delays within 5 working days from the moment of receiving an invoice. The Client shall bear and pay all possible expenses and commissions related to the transfer of funds to the Manager, including the fees of sending bank, receiving bank, and corresponding bank.

4.6. All investment amounts over \$ 50,000 (fifty thousand US dollars) shall be transferred by the Client to the bank account of the Manager in one transfer or in separate parts, with each part being minimum \$ 5,000 (five thousand US dollars). All separate payments under \$ 5,000 (five thousand US dollars) shall be transferred to the Manager via one of the EPS according to Clause 4.4. of this article.

4.7. The initial investment amount, which the Client shall transfer to the Manager according to the Agreement, shall constitute the amount of his first deposit. If the Client decides to deposit additional investment amounts through the Manager, such additional investment amounts shall be deposited according to the rules envisaged by Article 4 of the Agreement.

4.8. With notice of criminal responsibility for false testimony, the Client shall announce that his investment amount shall consist of the funds that are clean, explicit, of non-criminal origin, free from third-party rights, not mortgaged, not impaired, and received from legal sources.

5. MANAGER'S AND CLIENT'S REWARD

5.1. The reward (commission fee) of the Manager shall constitute the sum remaining after deducting the Client's profit from the net profit received by the Manager in the course of management of Client's funds on the basis of the formed investment portfolio.

5.2. The reward to the Manager shall be paid in the following terms and the following order: after the end of a business week, the Manager shall independently perform calculation of his reward from a positive value of the indicator of management of an investment portfolio, shall perform its accrual on Friday (at 8 p.m. GMT), and shall, without notice, withhold a reward from the Client's assets. In case of a negative value of the indicator of management of an investment portfolio as a result of a business week, the reward for the corresponding week shall not be paid to the Manager.

5.3. The reward (profit) of the Client shall constitute the sum equivalent to the basic indicators of investment portfolios and shall be transferred to the Personal Account in the Client's personal back office after the end of a business week on Friday (at 8 p.m. GMT). In case of a negative value of the indicator of management of investment portfolio as a result of a business week, the reward for the corresponding week shall not be paid to the Client.

5.4. The Client shall receive the reward by personal order from the Manager for writing-off of the profit accrued to his Personal Account by special software through the Client's personal back office.

5.5. The reward shall be paid by the Manager to the Client's wallet in an EPS or the Client's bank account in US dollars or Euro, which shall be duly registered and confirmed in the Client's personal back office.

5.6. The minimum sum of payment of the Client's reward shall constitute \$ 5 (five US dollars) and shall be paid only to the Client's wallet in an EPS. The maximum sum of the Client's reward in a single payment shall constitute \$ 5,000 (five thousand US dollars) and shall be paid to the Client's wallet in an EPS or the Client's bank account in US dollars.

5.7. The Manager shall effect the payment of the reward within 5 working days from the moment of the Client's proper provision of the corresponding instruction to the Manager.

5.8. The Client shall bear and pay all expenses and fees related to the payment of the reward, including the fees of the sending bank, receiving bank, and corresponding bank that will be deducted from the sum to be paid.

5.9. The Client shall agree to all the terms specified in Article 5 of the Agreement. The Manager shall inform the Client on all changes and additions to these terms through the channels appointed according to the Agreement, not later than 10 (ten) days prior to their coming into effect.

6. RESPONSIBILITY

6.1. The Client shall understand and acknowledge that all strategies of the Manager for management of investments put the Client at high risk and that this risk may lead to Client's losing the investment capital and/or profit and/or tax subsidies and/or purchasing capacity. The Client also may lose his assets due to the Manager's protecting his positions. There shall be no guarantees that any strategy of fund management by the Manager shall lead to the Client's profit.

6.2. The Client shall agree to bear all losses or lost profits from his own funds according to the Agreement.

6.3. The Client shall permanently release the Manager, his directors, employees, officials, independent agents and representatives from any claims and responsibility for any losses, damages, fees, court costs and expenses that may arise as a result of any actions, provided services, or recommendations accepted according to the Agreement.

7. FORCE MAJEURE

7.1. The parties shall not bear responsibility for improper execution of the terms of the Agreement, if the improper execution were caused by extreme and unavoidable circumstances (force majeure), including, but not limited to: declared war, civil unrest, epidemic, earthquake, flood, fire, activity of administrative authorities, hacker attacks, breaking or blocking of electronic payment systems accounts or bank account, breaking or blocking of web server or any module of web-server which makes it impossible for the Parties to execute their responsibilities as per the Agreement.

7.2. In case of emergence of the above circumstances, each of the Parties shall be obliged to instantly inform another Party on such circumstances. At that, the failure to inform another Party shall lead to the loss of right for the first Party to refer to force majeure circumstances as liberating from the responsibility, if the failure to inform were not a result of the force majeure circumstances.

7.3. If any force majeure circumstance hinders any Party from fully or partially executing the responsibilities as per the Agreement, the time limit envisaged for execution of such responsibilities shall be extended for the period of action of the above circumstances.

7.4. If the force majeure circumstances last for more than six months, the Agreement could be cancelled by any Party by sending the notification to another Party not later than 30 (thirty) days prior to the planned termination of the Agreement.

7.5. The Party that is unable to perform its liabilities as per the Agreement due to force majeure circumstances shall perform the preliminary clearing payments with another Party as of the date of start of the force majeure circumstances. In this case, neither of the Parties shall demand compensations for any damage and losses from another Party.

8. CONFIDENTIALITY

8.1. Any documents and information provided by the Agent to the Manager shall be strictly confidential and shall not be disclosed. If the Manager is obliged to disclose the confidential information for a legal process, the Manager shall exercise best efforts for written notification to the Client of such disclosure.

8.2. The Client shall under no circumstances disclose to the third party and/or use in any way in his interests or the third party's interests the information which has become known to the Client as a result of execution of the Agreement, in such a way that this information may harm the Manager.

9. AGREEMENT DURATION

9.1. This Agreement shall come into effect from the moment when, according to the Agreement, the investment amount is properly transferred by the Client to the Manager for the initial term of 12 months and is further extended, and if neither Party cancels the Agreement by preliminary notification of another Party through the channels specified in the Agreement at least 30 (thirty) days prior to the end date.

9.2. Service life of any investment portfolio, selected by the Client for placing the investment amount, shall be determined according to Article 3, Clauses 3.1.(1), 3.1.(2) and 3.1.(3) and shall be calculated from the moment of the placement of the investment amount.

9.3. The Agreement shall be terminated 10 (ten) days after the placement of the investment amount if any of the Parties wishes to cancel the Agreement by preliminary notification of another Party through the channels specified in the Agreement at least 30 (thirty) days prior to the end date.

9.4. If the Parties have unfulfilled obligations to each other by the Agreement end date, the Agreement shall be effective until the fulfillment of the obligations.

10. EARLY TERMINATION OF THE AGREEMENT

10.1. The Client shall not be able to terminate the Agreement and demand to return the unclaimed investment amount within the period of placement of funds.

10.2. The Agreement can be terminated in the Manager's sole discretion with instant settlement payments in case of willful misconduct of the Client or violation by the Client of the terms and provisions of the Agreement. In this case, the Agreement shall be canceled instantly, without preliminary notification, and the Client shall bear all expenses and losses coming from such early termination and settlement.

11. RESOLUTION OF DISPUTES

11.1. All disputes and differences on any issues between the Parties, which threaten their rights and interests related to execution of the Agreement, or any costs, responsibilities or actions related to the Agreement, shall be resolved by the Parties through negotiations.

11.2. If the agreement on the issues is not reached, the dispute is subject to judicial review in accordance with the current legislation of the country of the Agreement.

12. OTHER SPECIALISTS WHO SERVE THE CLIENT

12.1. The Client shall have his own lawyers, accountants and other specialists for provision of financial services.

12.2. The Client shall agree that these specialists, who shall be at his disposal, shall bear full responsibility for preparation and correctness of legal consultations, conclusions, legal and accounting documents, tax conclusions and declarations.

12.3. The Client shall acknowledge that the Manager cannot provide legal consultations, legal conclusions, or legal documents.

12.4. The Client shall acknowledge that the Manager does not prepare or provide audit documents, tax conclusions or declaration, and cannot represent the Client before the tax body of the Client's country of residence.

13. FINAL PROVISIONS

13.1. All notifications, additions, appointments, offers, acceptances, and other forms of information transfer, envisaged by the Agreement, shall be deemed as properly prepared if they are:

- (1) Transferred through the Client's personal back office at the Manager's website;
- (2) Sent to the other Party's confirmed e-mail;
- (3) Delivered by the postal service to the other Party's current address.

13.2. If any provision of the Agreement or its application as to any person or circumstance is acknowledged ineffective or without legal force, the remaining part of the Agreement or application of this provision as to other persons or circumstances shall not be influenced and shall preserve full effect.

13.3. Effectiveness, interpretation and execution of the Agreement shall be subject to subordination and explanation according to the laws of the Republic of Vanuatu, which is the country of the Manager's registration and the country of the conclusion of the Agreement.

13.4. The rights as per the Agreement shall not be transferred under any circumstances.

13.5. The Agreement is made in two copies of equal legal force, a copy for each Party.

13.6. At the Client's discretion, the Agreement might be executed in a hard copy, signed by the Manager, and sent to the Client, under condition of the Client's providing a precise postal address for sending the Agreement through his personal back office at the Manager's website. All expenses for the delivery of the Agreement shall be borne by the Client.

13.7. The Parties shall fully accept all the terms and provisions of the Agreement. All oral agreements are included and unified in the present Agreement. Neither Party shall provide or refer to any statements, apart from the envisaged cases. The Agreement shall not be changed in a radical way unless the Parties have agreed on such a change in writing.

14. SIGNATURES OF THE PARTIES

The Manager:

The TRUST INVEST Finance Group Limited, the registration number 11166999
Address: 85 Tottenham Court Road, London, United Kingdom, W1T 4TQ

(Signature of the Manager)

The Client:

(Signature of the Client)

(Date)