**INTERNAL CRYPTO FUNDS MANAGEMENT AGREEMENT**

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| * The Agent’s mandate and authority are limited to the execution of the Principal’s instructions without any discretion (Clause 2). | * Principal is solely responsible for its investment decisions (Clause 15). |
| * Agent must keep records and report to Principal regularly (Clause 5). Agent’s liability is limited to willful malfeasance, bad faith, or gross negligence (Clause 15). | * The Agent’s fees are included in the salary for its employment with the Principal or one of its affiliates (Clause 3). |
| * The Agreement is governed by the law of the State of New York (Clause 18). Arbitration in the American Arbitration Association in New York (Clause 19). | * Fields highlighted in yellow must be filled in or removed. |
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This Internal Crypto Funds Management Agreement (“**Agreement**”) is entered into on the date of the latest signature (“**Effective Date**”) by and between:

1. [**Company**], a legal entity incorporated in [Country], registration number [Number], located at [Address] (“**Principal**”);
2. [**Name**], a citizen of [Country], passport number [Number], residing or located at [Address] (“**Agent**”);

each individually referred to as a “**Party**” and together as the “**Parties**”.

**RECITALS:**

1. Principal has a certain amount of crypto assets in its possession and is looking to effectively manage such funds.
2. Agent is currently employed or sub-contracted by Principal or one of the Principal’s affiliates and has certain skills and knowledge in the area of crypto assets, and Principal is willing to engage Agent to assist with certain transactions with crypto assets.

**NOW, THEREFORE**, in consideration for the mutual covenants contained in this Agreement, and for other good and valuable consideration, the Parties agree as follows:

1. **Appointment**. Principal hereby appoints Agent to manage Bitcoin (BTC), Bitcoin Cash (BCH), Ether (ETH), Ether Classic (ETC), Litecoin (LTC), or any other digital assets belonging to Principal (“**Crypto Funds**”) and Agent agrees to the appointment and undertakes to manage such Crypto Funds for the benefit of Principal.
2. **General Mandate**. Agent will manage Crypto Funds in accordance with the instructions of Principal on a non-discretionary basis. Such instructions may be communicated to Agent in any manner agreed by the Parties, including, via email, messenger, or by phone. Agent will be bound by the duties of care and loyalty to Principal. All income, profit and loss resulting from the management of Crypto Funds shall be for the account of Principal. The mandate shall commence upon the date when Agent receives the first transfer of Crypto Funds.
3. **Fees**. Agent’s fees are included in the salary for its employment or subcontract with Principal or one of the Principal’s affiliates.
4. **Procedure**. Subject to other provisions of this Agreement, the Parties agree to comply with the following procedures:
   1. At the instructions of Principal, Agent will open in its own name one or several accounts with reputable centralized crypto currency platforms or exchanges and inform Principal of such accounts’ details.
   2. At the instructions of Principal, Agent will open one or several accounts or wallets, such as Metamask, for various blockchains and inform Principal of such accounts’ details.
   3. At the instructions of Principal, Agent acting together with Principal will open a multi-signature wallet with Gnosis Safe (<https://gnosis-safe.io/>) where each of the Parties will have certain rights as will be further determined by Principal.
   4. Principal will, from time to time, transfer the Crypto Funds to such accounts of Agent, of which Principal will inform Agent in advance.
   5. Simultaneously with transferring the Crypto Funds or thereafter, Principal will provide Agent with instructions on how to manage the Crypto Funds. Such instructions may include but are not limited to: (i) conversion to fiat currencies, (ii) transfer to third parties, (iii) investments into other digital assets, (iv) staking, farming, locking or other transactions with the Crypto Funds, and any other instructions relating to legitimate commercial needs and investment objectives of Principal.
   6. Agent must follow the instructions of Principal precisely. If this is not possible for any reason, Agent will immediately consult with Principal. If there is a portion of the Crypto Funds with respect to which no instructions have been issued by Principal, Agent shall refrain from any operations with such Crypto Funds.
5. **Reporting, Recordkeeping, and Audit**. Agent will record all transactions with the Crypto Funds by making complete and correct entries into a Google Sheets document (“**Report**”), which shall at least include the following information: (i) transaction date; (ii) transaction currency; (iii) quantity; (iv) purpose of transaction; (v) recipient; and (vi) supporting documentation, to the extent possible. The Report shall also include other information corresponding to the nature of a transaction in question (for example, a trading position shall include a position open date and price, a position closing date and price, and resulting profit or loss). Each transaction shall be reflected in the Report within 12 hours of its execution. Principal shall always have access to the Report. When keeping track of the transactions is not feasible in the Report, Agent will maintain sufficiently detailed logs of transactions in a shared Notion page.
6. **Duration and Termination**. This Agreement is entered into for a term of one year, after which the Agreement will automatically renew on its anniversary date for the same term, unless one of the Parties provides a 5-days’ written notice prior to any such anniversary date that the Agreement shall not renew. The same applies to subsequent terms. Principal is entitled to terminate this Agreement with immediate effect at any time during the term of the Agreement by giving a notice to Agent. Agent is entitled to terminate this Agreement by giving a 10-days’ notice to Principal.
7. **Return of Funds**. At the instructions of Principal, in event of termination or any time during the term of this Agreement, Agent will return to Principal part or all of the Crypto Funds held by Agent or to which Agent has otherwise access due to the performance of this Agreement, including, without limitation, tokens to which Agent is entitled due to its interaction with crypto-related projects using the Crypto Funds, such as airdrops, tokens from hard forks, proceeds or payments due to the participation in various blockchain protocols.
8. **Security Measures**. Agent will take reasonable measures to secure the Crypto Funds, including using cybersecurity and good trading and custody practices. Agent will be liable to Principal for any losses of the Crypto Funds resulting from the Agent’s failure to take such security measures. Principal is entitled to request private keys or login credentials to the Agent’s accounts and digital wallets, which have been opened at the instruction of Principal or where the Crypto Funds are stored otherwise.
9. **Tax Liability**. Each Party is responsible for payment of taxes on any income it derives during the performance of this Agreement. Unless otherwise is agreed in the employment agreement or other contract between the Parties, Principal will not be liable for the payment of any taxes, social contribution payments or similar payments which Agent must pay individually. Taxes and fees in connection with the implementation of the Principal’s instructions for making transactions with the Crypto Funds are paid at the expense of Principal.
10. **Costs**. Agent will bear expenses relating to the management of the Crypto Funds and is entitled to the reimbursement of such reasonable expenses. Such expenses shall be reflected in the Report and accompanied by supporting documentation (such as invoices, payment statements, etc.). Any expenses exceeding $200 per month must be approved by Principal in advance.
11. **Conflicts of Interest**. Agent undertakes to disclose to Principal all conflicts of interest, actual or potential, as soon as Agent becomes aware of them. In the event of any doubts as to the existence of a conflict of interest or as to the meaning or scope of this Agreement, Agent shall immediately contact Principal for guidance.
12. **Agent’s Representations**. Agent hereby represents that on the Effective Date:
    1. Agent is at least 18 years old and has full legal capacity under the laws of its jurisdiction to enter into and perform under this Agreement. This Agreement been duly and validly authorized, executed and delivered on behalf of the Agent and constitutes the legal, valid and binding obligations of Agent enforceable against Agent;
    2. Agent is not insolvent and is not subject to any bankruptcy or insolvency proceedings under any applicable laws;
    3. Agent has skills, experience and knowledge in trading various crypto assets sufficient to manage Crypto Funds under this Agreement; and
    4. Agent has provided Principal with correct information on its identity.
13. **Principal’s Representations**. Principal hereby represents that on the Effective Date:
    1. It has the power to execute, deliver and perform this Agreement, has taken all necessary actions to authorize such execution, delivery and performance, and that this Agreement constitutes a legal, valid, and binding obligation enforceable against it in accordance with its terms;
    2. It is acting for its own account;
    3. It is a sophisticated party and fully familiar with the inherent risks involved in the transaction contemplated under this Agreement, including risks of new financial regulatory requirements, potential loss of money and risks due to volatility of the price of the Crypto Funds, and voluntarily takes full responsibility for any risks to that effect;
    4. It is not insolvent and is not subject to any bankruptcy or insolvency proceedings under any applicable laws; and
    5. To its knowledge, the transactions contemplated under this Agreement are not prohibited by law or other authority in the jurisdiction of its place of incorporation, place of principal office, or in other relevant jurisdictions and that it has necessary licenses and registrations to operate in the manner contemplated under this Agreement.
14. **Indemnity**. Agent agrees to indemnify, compensate, defend and hold harmless Principal, its partners, stockholders, members, directors, officers, employees, affiliates, agents and any person who controls such persons and the successors and assigns of all of the foregoing persons, from and against any loss, damage, expense, liability or claim (including reasonable attorney’s fees and the reasonable cost of investigation) which Principal or any such person may incur, insofar as such loss, damage, expense, liability or claim arises out of or is based upon: (a) any untrue statement or alleged untrue statement of a material fact or breach by Agent of any representation or warranty contained in this Agreement; (b) failure by Agent to perform, when and as required, any agreement, obligation, duty or covenant contained herein; or (c) failure by the Agent to comply with applicable laws, rules or regulations of any governmental entity or any self-regulatory organization to the extent they relate to the subject matter of this Agreement.
15. **Liability**. Principal hereby agrees that Agent shall not be liable for any losses, expenses or other liability that Principal may suffer by reason of:
    1. any investment decision made at the instructions of Principal or other actions taken or omitted in good faith by Agent in the performance of the Agreement; or
    2. any act, delay or failure to act by brokers, exchanges, or other persons with whom Agent may deal in connection with the performance of the Agreement,

except where such loss, expense or other liability arise as a result of or in connection with any willful malfeasance, bad faith, or gross negligence by the Agent.

Agent shall not be liable for the default of any counterparty, bank, broker, custodian, subcustodian or other third party which holds or processes the Crypto Funds.

1. **Confidentiality**. Agent acknowledges that confidential information and instructions furnished by Principal to Agent is the exclusive and proprietary intellectual property of Principal which (i) shall be treated as confidential by Agent, (ii) shall not be used by Agent as the basis for effecting transactions in any accounts other than the Account, and (iii) shall not be disclosed, directly or indirectly, to third parties except with the prior written consent of Principal. Upon Principal’s written request, Agent shall return confidential or proprietary information of the Crypto Funds in its possession to Principal. Agent agrees that money damages would not be a sufficient remedy for any breach of this Section by Agent and that Principal shall be entitled to seek equitable relief, including injunction and specific performance, in the event of any such breach, in addition to all other remedies available to Principal at law or in equity. Notwithstanding the foregoing, confidential information may be disclosed if (i) requested by or through a judicial, administrative, governmental or self-regulatory organization process, investigation, inquiry or proceeding, or as otherwise required by law (and to the extent not prohibit by applicable law, the disclosing party shall promptly inform the other party of such disclosure), or (ii) required in order for a Party to carry out its responsibilities hereunder.
2. **Force Majeure**. No Party to this Agreement shall incur any liability for any delay in performance, or for the non-performance, of any of its obligations under this Agreement by reason of any cause beyond its reasonable control. This includes any act of God or war or terrorism, any breakdown, malfunction or failure of transmission in connection with or other unavailability of any wire, communication or computer facilities, any transport, port, or airport disruption, industrial action, acts and regulations and rules of any governmental or supra-national bodies or authorities or regulatory or self-regulatory organization or failure of any such body, authority or organization for any reason, to perform its obligations.
3. **Governing Law and Dispute Resolution**. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the state of New York, USA. Prior to submitting a formal arbitration notice pursuant to Article 19 below, the Parties shall attempt to resolve their disputes amicably via negotiations for a period of at least 30 days.
4. **Arbitration**. For purposes of litigating any dispute that arises under this Agreement, the Parties hereby submit to and consent to binding arbitration in New York, NY, under the American Arbitration Association’s rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having appropriate jurisdiction. Notwithstanding the foregoing, Principal may bring a suit against Agent in any court of competent jurisdiction where Agent currently resides or where the Agent’s assets are located.
5. **Notices**. All notices, waivers, or other communications pursuant to this Agreement shall be in writing and shall be deemed to be sufficient if delivered personally, mailed by registered or certified mail or by delivered email from an email address of one Party to an email address of the other Party. All such notices and other communications shall be deemed to have been delivered and received on first business day thereafter.
6. **Assignment**. Agent may not transfer any rights or obligations under this Agreement to any third person without the prior written consent of Principal, without which consent any attempted assignment will be void. Principal may freely assign this Agreement and rights or obligations arising therefrom to any entity within its group or any ultimate beneficiary Principal of Principal.
7. **Severability**. If any provision of this Agreement is or becomes inconsistent with any applicable law or rule, the provision will be deemed rescinded or modified to comply with such law or rule. In all other respects this Agreement will continue in full force and effect.
8. **Amendment; Waiver**. No term of this Agreement may be waived or changed except in writing signed by both Parties. Failure to insist on strict compliance with this Agreement or with any of its terms or any continued conduct will not be considered a waiver by either Party.
9. **Survival**. Termination of this Agreement does not release any Party from liabilities or obligations set forth in the Agreement which (a) the Parties have expressly agreed would survive termination or (b) remain to be performed.
10. **Entire Agreement**. This Agreement contains the entire understanding between the Parties. This Agreement supersedes any prior-dated agreements between the Parties if such agreements existed.
11. **No Partnership**. Nothing in this Agreement is intended to, or will be construed to, constitute Principal or any of its affiliates, on the one hand, and Agent or any of its affiliates, on the other hand, as partners or joint venturers; it being intended that the relationship between the Parties in this respect will at all times be that of independent contractors.
12. **Counterparts; Facsimile Signatures**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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| **PRINCIPAL** | | |
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| **AGENT** | | |
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