# **Terms and conditions**

# 4 February 2021

SCHUTZ hereinafter referred to as "Manager", on the one hand, and the user of the mathematical code « ... », hereinafter referred to as the "Investor", on the other hand, collectively hereinafter referred to as the «Parties", have entered into this Agreement as follows:

#### SUBJECT OF THE AGREEMENT

- 1.1 The manager undertakes to accept and manage digital assets during the period of validity present contribution.
- 1.2 The technology for receiving and issuing digital assets is a centralized smart contract Schutz, based on blockchain Ethereum. This smart contract does not affect the receipt of profit by the Manager, but it is only an automated platform the electronic accountant.
- 1.3 The Manager undertakes to perform speculative transactions on the exchange market in the interests of the Investor's profit from fluctuations in rates. The Manager has the right, at his ow discretion, to choose transactions for making a profit.
- 1.4 The billing period is determined by the terms of the tariff plan.
- 1.5 The conclusion of the Agreement between the Manager and the Investor, collectively referred to as the "Parties", is carried out by full and unconditional accession of the Client to the Agreement (acceptance of the Agreement).
- 1.6 Within the framework of this Agreement, it is allowed to deposit digital tokens to the Manager's cryptocurrency wallet. The return of management objects or interest on them is carried out in digital tokens. The transfer of digital assets for management does not entail the transfer of ownership of them to the Manager.
- 1.7 The transfer of digital assets into trust is carried out by the Investor by transferring digital assets to the Manager's wallet. The day transfer of the

Investor's digital assets into the trust management is considered the day of their receipt on the Schutz smart contract.

- 1.8 Accrued interest on the amount of funds transferred to management ("deposit body") occurs for each quarter (first quarter April 15-20, second quarter July 15-20, third quarter October 15-20, fourth quarter 15-20 January), excluding weekends and holidays.
- 1.9 The Beneficiary under the Agreement is the Investor.

## 2. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 2.1 Rights and obligations of the Manager:
- 2.1.1 Use the funds transferred by the Investor for management solely for the purpose of obtaining for the benefit an investor of speculative profit, managing funds by performing purchase and sale transactions on the exchange market with target profitability according to the terms of the tariff plan. Act in good faith and in the manner which is best for the interests of the Investor.
- 2.1.2 In the event of force majeure circumstances, the Manager has the right to change (increase or decrease) percentage of profit declared according to the tariff plan, notifying the other Party in a period of at least 30 calendar days.
- 2.1.3 The manager has the right to change this "Agreement", as well as the "Limitation of Liability" without obligation to notifying the Investor about the changes made to the above documents.
- 2.1.4 The Manager undertakes to notify the Investor about the accrual of quarterly dividends, completion of work body of the deposit via e-mail notification.
- 2.2 Investor's rights and obligations:
- 2.2.1The investor is obliged to accept the terms of the tariff plan described in this "Agreement", as well as the <u>«Limitation of liability»</u>.
- 2.2.2 The investor has no right to interfere with the activities of the asset trust manager.

- 2.2.3 The investor undertakes to fix the received profit by withdrawing or reinvesting the entire volume funds within a period not later than 3 calendar years from the date of the open deposit. Otherwise, the final balance (the total amount of the deposit and quarterly payments) will be debited from the Investor's account in favor of the Manager.
- 2.2.4 Upon the expiration of the term of the deposit, the Investor undertakes to apply for the withdrawal / prolongation of the body of the deposit by clicking on the "Withdraw / prolong the deposit" button in advance, before the end of the month, after which is planned to be withdrawn / extended. Otherwise, the Manager will transfer the withdrawal / prolongation of the body the Investor's deposit 1 month later than provided for by the tariff plan. Example: withdrawing the body of the deposit by the tariff plan is scheduled for March 20-22, 2021, the Investor must submit an application for withdrawal / prolongation until the end of February 2021. If the Investor is late in filing an application, then in March 2021 the second e-mail notification is sent and if the application is sent by the end of March, the Manager will accrue / prolongate by 20-22 of April, 2021.
- 2.2.5 The investor has the right to replenish the deposit, as well as reinvest the received quarterly interest on throughout the entire term of the deposit (12 months). In this case, the initial amount of the deposit will be increased by the amount of replenishment and / or reinvested funds. At the same time, the amount of payments for the following reporting periods (quarters) will increase accordingly. The withdrawal of the total amount of the deposit will be made at the initial the date of opening the deposit.
- 2.2.6 Change of payment details In. If the Investor loses access to the wallet (mathematical code), which is tied to the personal account and from which the deposit was opened, the Investor must notify SCHUTZ support service via e-mail address. The Manager will offer the Investor the procedure for restoring of access to the deposit.
- 2.2.7 The investor is responsible for paying all tax liabilities (personal income tax), the investor is obliged to fulfill (calculate and pay) all payments independently. Responsibility for non-fulfillment (improper fulfillment) of tax obligations the Investor bears independently.

2.2.8 The investor confirms that he is aware of the possible risks of speculative transactions with digital assets.

## 3. Duration of the agreement

- 3.1 The Investor's digital assets must be transferred to the Manager's wallet within a period not exceeding 1 (one) calendar day from the date of signing this Agreement. This Agreement shall enter into force from the moment of the transaction in accordance with the terms of the tariff plan and is valid until its termination.
- 3.2 Termination of this Agreement is possible only at the end of the term of the deposit. Manager has the right to unilaterally terminate this Agreement ahead of schedule, notifying the other the party no less than 5 (five) business days before the end of the next billing period by email notifications.
- 3.3 At the request of the Managers, this Agreement may be terminated unilaterally in the event of the occurrence of force majeure circumstances (force majeure) that affected the possibility of execution of the present agreement. In this case, the Party referring to force majeure circumstances as grounds for termination of this Agreement, must provide the other Party the evidence obtained from the competent authorities of the occurrence of force majeure and the degree of their influence on impossibility of execution of this Agreement, for example:
- the publication of regulations, the provisions of which cause the impossibility of proper performance of obligations;
- occurrence of natural disasters, including the number of floods, earthquakes, fires, etc.; the influence of socio-political factors, including strikes, rallies, marches, government actions, military actions or conflicts, terrorist acts;
- termination (suspension) of the activities of auction organizers;
- non-payment by online exchanges <a href="https://poloniex.com">https://poloniex.com</a>
   <a href="https://www.binance.com">https://www.binance.com</a>
   <a href="https://bittrex.com">https://bittrex.com</a>
   <a href="https://www.okex.com">https://www.okex.com</a>
   <a href="https://www.okex.com">https://www.okex.com</a>

- attack by fraudsters on manager accounts and theft of funds. (The complete list of items contains the document «Disclaimer")
  - 3.4 This Agreement can also be terminated by mutual agreement of the Parties.

## 4. LIABILITY OF THE PARTIES

The offered digital financial assets are high-risk and their acquisition could result in the loss of the deposited funds in full. Before making transactions with the proposed digital financial assets, you should be familiar with the risks associated with their acquisition.

- 4.1 By concluding this Agreement, the Investor is notified of the property risks associated with early withdrawal of digital assets.
- 4.2 The Manager or Investor will not be held liable for non-performance or improper performance of obligations under the Agreement, if this is a consequence of force majeure circumstances (force major) specified in this Agreement (force majeure circumstances), or as a result of non-performance or improper performance of obligations under the Agreement by the other Party.
- 4.3 The Investor assures the Manager that he assumes all risks beyond the control of the Manager, associated with insurmountable circumstances (force majeure) that do not depend on the actions of the Manager and which the Manager cannot influence in any way.
- 4.4 The investor confirms that he has basic knowledge of digital assets and their possible types of trading on the market. The Investor confirms that he transfers digital assets to management with the knowledge that the Manager will make speculative transactions in the digital asset market in order to generate profit for the Investor.
- 4.5 In the case of the introduction of the relevant requirements for the regulation of cryptocurrencies in the country, the resident of which is an Investor, he must pass all the requirements necessary for the country to be able to continue working with the Manager.
- 4.6 All transfers of digital assets from the Investor's wallet take place in stablecoins solely for accurate calculation in tariffs at the exchange rate on

the online exchange https://www.binance.com at the time of receipt of funds on the smart the contract.

4.7 The manager has the right to change the system of reception, accrual and payments to other ERC20 / TRC20 tokens, according to your own discretion.

#### 5. CONFIDENTIALITY

- 5.1 None of the Parties to the Agreement shall have the right, except at the request of the competent authority or court, within period of validity and after the termination of the Agreement within 3 (Three) years, disclose to any person not authorized by one of the Parties, information related to the Agreement, with the exception of information that can be obtained from publicly available sources.
- 5.2 The Investor gives his consent to the provision of his personal data to the specified persons of the Manager and notified of his right to revoke his consent to the processing of personal data at any time.

#### 6. SETTLEMENT OF DISPUTES

6.1 Disputes and disagreements that may arise during the execution of this Agreement will, if possible, be resolved through negotiations between the Parties.

### 7. ADDITIONAL TERMS

- 7.1 The parties acknowledge the validity of this Agreement
- 7.2 By completing this agreement, the investor agrees to the processing of his personal data by the Manager.