

## **Terms and Conditions**

08 December 2020

SCHUTZ, hereinafter referred to as the "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:

### **2. SUBJECT OF THE AGREEMENT**

2.1. The manager undertakes to accept and manage digital assets during the term of this investment.

2.2. The technology for receiving and issuing digital assets is a centralized smart contract based on the Ethereum Schutz blockchain. This smart contract does not affect the receipt of profit by the Manager, but is only an automated platform - the SCHUTZ electronic accountant.

2.3. The Manager undertakes to manage digital assets by performing speculative transactions on the exchange market in order to receive profit for the Investor from exchange rate fluctuations during the settlement period. The Manager has the right, at his own discretion, to choose any speculative transactions to make a profit in favor of the Investor.

2.4. The billing period is determined by the terms of the tariff plan.

2.5. The conclusion of the Agreement between the Manager and the Investor, collectively referred to as the "Parties", is carried out by the complete and unconditional accession of the Client to the Agreement (acceptance of the Agreement) in accordance with Art. 428 of the Civil Code of the Russian Federation

2.6. 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 into trust does not entail the transfer of ownership of them to the Manager.

2.7. The transfer of digital assets into trust is carried out by the Investor by transferring digital assets to the Manager's wallet. The day of transfer of the Investor's digital assets into trust is the day they are received on the Manager's wallet.

2.8. The transfer of accrued interest on the amounts transferred to management of funds ("the body of the deposit") occurs for each quarter (first quarter April 15-20, second quarter July 15-20, third quarter October 15-20, fourth quarter January 15-20), for excluding weekends and holidays.

2.9. The Beneficiary under the Agreement is the Investor.

### **3. RIGHTS AND OBLIGATIONS OF THE PARTIES**

3.1. Rights and obligations of the Manager:

3.1.1. Use the funds transferred by the Investor for management solely for the purpose of deriving speculative profits for the Investor, managing funds by performing purchase and sale transactions on the exchange market with target profitability in accordance with the terms of the tariff plan. Act in good faith and in a manner that is in the best interests of the Investor.

3.1.2. In the event of force majeure circumstances, the Manager has the right to change (increase or decrease) the percentage of profit declared according to the tariff plan, notifying the other Party at least 30 calendar days in advance.

3.1.3. The manager has the right to change this "Agreement", as well as the "Limitation of Liability" without the obligation to notify the client about the changes made to the above documents.

3.1.4. The manager undertakes to notify the client about the accrual of quarterly dividends, the completion of the deposit body via e-mail notification.

### 3.2. Investor's rights and obligations:

3.2.1. The investor is obliged to accept the terms of the tariff plan described in this "Agreement", as well as the "Limitation of Liability".

3.2.2. The investor has no right to interfere with the activities of the Asset Trust Manager.

3.2.3. The investor undertakes to fix the received profit by withdrawing or reinvesting the entire amount of 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 Company.

3.2.4. Upon the expiration of the term of the deposit, the Investor undertakes to submit an application for withdrawal / prolongation of the body of the deposit by clicking on the "Withdraw / prolong my deposit" button in advance, by the end of the month after which withdrawal / prolongation is planned. Otherwise, the project administration will postpone the withdrawal / prolongation of the Investor's deposit body 1 month later than provided for by the tariff plan.

Example: the withdrawal of the body of the deposit according to the tariff plan is scheduled for February 20-22, 2021, the Investor must submit an application for withdrawal / prolongation by the end of January 2021. If the Investor is late in submitting the application

3.2.5. The investor has the right to replenish the deposit, as well as reinvest the received quarterly interest throughout the entire term of the deposit (12 months). In this case, the initial amount of the deposit will be replenished by the amount of the replenishment and / or reinvested funds. At the same time, the amount of payments for the next reporting periods (quarters) will increase accordingly. The withdrawal of the total amount of the deposit will be made according to the initial date of opening the deposit.

3.2.6. Change of payment details of the recipient. 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 the SCHUTZ support service via e-mail. The Manager will offer the Investor a procedure for restoring access to the deposit.

3.2.7. The Investor is responsible for the payment of all tax liabilities (personal income tax), the Investor is obliged to fulfill (calculate and pay) all payments independently. The Investor bears responsibility for non-fulfillment (improper fulfillment) of tax obligations independently.

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

#### **4. DURATION OF THE AGREEMENT**

4.1. The Investor's digital assets must be transferred to the Manager's wallet within 1 (one) calendar day from the date of signing this Agreement. This Agreement enters into force from the moment of completion of the transaction in accordance with the terms of the tariff plan and is valid until its termination.

4.2. Termination of this Agreement is possible only at the end of the term of the deposit. Each of the Parties to this Agreement has the right to unilaterally terminate this Agreement by notifying the other Party about it at least 5 (five) business days before the end of the next billing period by e-mail notification.

4.3. At the request of any of the Parties, this Agreement may be terminated unilaterally in the event of force majeure circumstances (force majeure) that affect the ability to execute this Agreement (link to the document "Limitation of Liability"). At the same time, the Party referring to force majeure circumstances as a basis for terminating this Agreement must provide the other Party with evidence obtained from the competent authorities of the occurrence of force majeure circumstances and the degree of their influence on the impossibility of executing this Agreement, for example,

- the issuance of normative acts, the provisions of which stipulate the impossibility of the proper fulfillment of obligations;
- occurrence of natural disasters, including floods, earthquakes, fires, etc.;
- the influence of socio-political factors, including strikes, rallies, marches, actions of the authorities, military actions or conflicts, terrorist acts;
- termination (suspension) of the activities of auction organizers;
- non-payment by online exchanges <https://poloniex.com>; <https://www.binance.com>; <https://bitmex.com>; <https://bitfinex.com>; <https://bittrex.com> <https://hitbtc.com>; <https://www.okex.com>; <https://www.hbg.com>; <https://lykke.com> of due payments, making late payments or other actions beyond the control of the Manager.
- Attack by fraudsters on manager accounts and theft of funds. (The complete list of items contains the document "Disclaimer")

4.4. This Agreement can also be terminated by mutual agreement of the Parties.

#### **5. LIABILITY OF THE PARTIES**

The offered digital financial assets are high-risk, and their acquisition may result in the loss of the deposited funds in full. Before transacting with proposed digital financial assets, you should be familiar with the risks involved in acquiring them.

5.1. By entering into this Agreement, the Investor is notified of the property risks associated with the early withdrawal of digital assets.

5.2. The Manager or Investor will not be liable for non-fulfillment or improper fulfillment of obligations under the Agreement if this is the result of force majeure circumstances (force majeure) specified in this Agreement (Force Majeure circumstances), or as a result of non-fulfillment or improper fulfillment of obligations under the Agreement by the other Party.

5.3. The Investor assures the Manager that he assumes all risks beyond the control of the Manager related to insurmountable circumstances (force majeure) that do not depend on the actions of the Manager and which the Manager cannot influence in any way.

5.4. 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 into trust with the knowledge that the Manager will make speculative transactions in the digital asset market in order to generate profit for the Investor.

5.5. If the relevant requirements for the regulation of cryptocurrencies are introduced in the country of which the investor is a resident, he must pass all the requirements necessary by the country in order to be able to continue working with the manager.

5.6. All transfers of digital assets from the Investor's wallet are converted into stablecoins solely for accurate calculation in tariffs at the exchange rate on the online exchange <https://poloniex.com> at the time the funds are received on the Manager's wallet.

## **6. CONFIDENTIALITY:**

6.1. None of the Parties to the Agreement shall have the right, except at the request of the competent authority or the court, during the term and after the termination of the Agreement within 3 (Three) years, to 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.

6.2. The Investor gives his consent to the provision of his personal data to the specified persons of the Manager and is notified of his right to withdraw his consent to the processing of personal data at any time.

## **7. DISPUTE RESOLUTION PROCEDURE**

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

## **8. ADDITIONAL TERMS**

8.1. The parties acknowledge the validity of this Agreement

8.2. By completing this agreement, the investor agrees to the processing of his personal data by the manager.