

# Block Pilot Ltd

14 Trinity House – Victoria, Mahé – Seychelles

## Smart-Wallet Asset-Management Agreement

*(General Terms & Conditions of Service)*

**Effective date: 31 July 2025**

## Parties

This Agreement (“**Agreement**”) is entered into between **Block Pilot Ltd**, a company incorporated in the Republic of Seychelles (“**Block Pilot**”, “**we**”, “**our**”), and the individual or legal entity that clicks **Accept** or otherwise uses the Service (“**Client**”, “**you**”, “**your**”).

## Key Definitions

Term	Meaning
<b>SAFE Wallet / Smart Wallet</b>	A Gnosis-Safe-compatible multi-signature smart-contract wallet deployed on a supported blockchain. The Client is the <b>owner</b> . Block Pilot is an authorised <b>signatory</b> with discretionary trading authority but <b>no unilateral ability to transfer assets outside the SAFE</b> .
<b>Internal Transaction</b>	Any on-chain action that keeps assets inside the SAFE or moves them into an audited, whitelisted smart contract (e.g. lending pool, liquidity pool, staking vault).
<b>External Transfer</b>	A transaction that sends assets from the SAFE to an address not on the whitelist (e.g. the Client’s personal wallet or a CEX).
<b>Client-Directed Transaction</b>	Any on-chain action, other than an External Transfer, initiated or signed by the Client (or a third party acting on the Client’s behalf) that changes the asset mix or governance of the SAFE (swaps, deposits, borrowings, signer changes, etc.).

<b>Quarter</b>	1 Jan – 31 Mar, 1 Apr – 30 Jun, 1 Jul – 30 Sep, 1 Oct – 31 Dec.
<b>NAV</b>	The USD value of all assets in the SAFE at 23:59 UTC on the last calendar day of a Quarter, priced by the 24-h VWAP from CoinGecko (or an equivalent public source if unavailable).
<b>Baseline NAV (BNAV)</b>	The NAV recorded <b>immediately after the most recent Performance Fee has been deducted</b> (or, if no fee has yet been deducted, the NAV on the day the mandate started). BNAV ensures the Client is <b>never charged twice for the same profit</b> .
<b>Management Fee</b>	$\text{NAV} \times 0.50 \%$ <p>Deducted from the SAFE within two business days after the Quarter-end snapshot.</p>
<b>Performance Fee</b>	4 % of the positive difference between the NAV (after Management Fee) and the current BNAV at the end of the Quarter.

## Nature of the Service

1. **Non-custodial mandate.** Block Pilot provides discretionary management of the digital assets held in the Client's SAFE.
2. **Scope of authority.** Block Pilot may execute Internal Transactions without additional approval. We **cannot** execute an External Transfer; only the Client's signature (or the expiry of any on-chain time-lock) can do so.
3. **Immediate withdrawal right.** The Client may initiate an External Transfer at any time. Block Pilot has no technical means to block, reverse, or delay such withdrawal.
4. **Included assistance.** SAFE deployment, on-/off-ramp guidance, strategy selection, monitoring of audited protocols, and ordinary gas for Internal Transactions are covered by the fees.
5. **Reporting.** Real-time balances are visible via any SAFE-compatible dashboard (e.g. DeBank, Zerion). Within five business days after each Quarter we provide a PDF statement showing the opening NAV, the closing NAV, the BNAV used, all fees deducted, and the updated BNAV.

6. **Support.** Available on business days (09:00 – 18:00 CET) via [support@blockpilot.capital](mailto:support@blockpilot.capital) or Telegram [@ToniRangers](https://t.me/ToniRangers) / [@zerodge](https://t.me/zerodge).

## Fees

### 4.1 Management Fee

$$\text{Management Fee} = \text{NAV} \times 0.50 \%$$

Deducted from the SAFE within two business days after the Quarter-end snapshot.

### 4.2 Performance Fee

Calculate

$$\text{Step 1 NAV\_after\_mgmt} = \text{NAV} - \text{Management Fee}$$

$$\text{Step 2 Profit} = \text{NAV\_after\_mgmt} - \text{BNAV}$$

**If Profit  $\leq 0$**  → no Performance Fee is charged; BNAV remains unchanged

**If Profit  $> 0$**  →

$$\text{Performance Fee} = \text{Profit} \times 4 \%$$

$$\text{BNAV\_new} = \text{NAV\_after\_mgmt} - \text{Performance Fee}$$

After the fee is deducted, BNAV is updated to **BNAV\_new**.

Fees already paid are not clawed back. No further Performance Fee is charged until the NAV again exceeds the current BNAV.

### 4.3 Mid-Quarter Termination & Final Fees (SAFE)

**Effective Termination Date (ETD).** The ETD is the block timestamp at which (i) the Client revokes Block Pilot's signatory rights on the SAFE, or (ii) Block Pilot receives a written termination notice from the Client, whichever occurs first.

**Termination Snapshot.** The NAV used for final fees is valued at 23:59 UTC on the ETD, using the 24-hour VWAP (CoinGecko or equivalent). From the ETD onward, discretionary management is suspended; only fee deduction and administrative transactions may be executed.

**Final Management Fee (pro-rata).**

$$\text{MgmtFee\_final} = \text{NAV\_T} \times 0.50\% \times (\text{elapsed calendar days in Quarter} \div \text{total days in Quarter})$$

**Final Performance Fee.** After deducting the Final Management Fee:

$$\text{NAV\_after\_mgmt\_T} = \text{NAV\_T} - \text{MgmtFee\_final}$$

$$\text{Profit\_T} = \text{NAV\_after\_mgmt\_T} - \text{BNAV}$$

If  $\text{Profit\_T} \leq 0 \rightarrow \text{PerfFee\_final} = 0$  and BNAV unchanged.

If  $\text{Profit\_T} > 0 \rightarrow \text{PerfFee\_final} = \text{Profit\_T} \times 4\%$  and  $\text{BNAV} \leftarrow \text{NAV\_after\_mgmt\_T} - \text{PerfFee\_final}$ .

**Deduction & removal.** The Client irrevocably authorises Block Pilot to deduct the Final Management Fee and, if applicable, the Final Performance Fee from the SAFE **prior to** removal of Block Pilot's signatory rights. If the SAFE holds insufficient liquid assets, the Client shall settle any shortfall within 5 business days by on-chain payment to the address specified by Block Pilot.

**Price movements.** Fees are calculated solely from the Termination Snapshot; subsequent market moves do not change fees due.

## Compliance & Privacy

1. **Simplified due-diligence.** Before onboarding we verify your name, a photo-ID, and screen you against international sanctions lists, in line with the Seychelles Anti-Money-Laundering Act 2020. We may refuse or cease the mandate if required by law.
2. **Minimal data.** We store only (i) your e-mail address and (ii) the public address of your SAFE owner wallet on encrypted servers located in the Seychelles. We never sell or rent personal data and delete it within 30 days of termination upon written request.

## Client Representations

You warrant that (a) the assets deposited are lawfully yours, (b) you control the private keys of the SAFE owner address, (c) you understand blockchain risks (volatility, smart-contract exploits), and (d) you accept that investments can result in total loss and that past performance is not indicative of future results.

## Risk & Liability

1. **Best-efforts duty.** Block Pilot endeavours to act with professional diligence but does not guarantee any return.

2. **Protocol & smart-contract risk.** We are not liable for hacks, exploits, software bugs, or oracle failures.
3. **Wallet security.** You are responsible for securing your devices, seed phrases, and any additional signers.
4. **Indirect damages.** Block Pilot is not liable for indirect, special, or consequential losses.
5. **Liability cap.** Our aggregate liability is limited to the Management Fees actually paid by you during the 12 months preceding the event, save for gross negligence or wilful misconduct.

## Client-Directed Transactions

1. A **Client-Directed Transaction** suspends Block Pilot's discretionary mandate from the block timestamp at which it is mined.
2. Block Pilot bears no liability for any loss, gas cost, or adverse performance stemming from such transaction.
3. Fees already accrued remain payable; future fees are paused until the parties agree in writing to resume the mandate.
4. Block Pilot may request that the SAFE be restored to the last reported allocation or may terminate the Agreement with immediate effect.
5. On-chain signatures and transaction hashes are conclusive evidence of Client-Directed Transactions.

## Amendments

Block Pilot may amend this Agreement by giving 30 days' notice via e-mail. If you object you may terminate before the new terms take effect; continued use constitutes acceptance.

## Termination

- **By the Client.** You may terminate at any time by revoking Block Pilot's signatory rights or by written notice.
- **By Block Pilot.** We may terminate upon legal compulsion, material breach, or a Client-Directed Transaction as per § 8.

- Prior to removing Block Pilot as a signatory, the Client authorises Block Pilot to deduct any final fees calculated under § 4.3 from the SAFE.

Termination does not affect clauses that by nature survive, including Fees, Liability, Privacy, and Dispute Resolution.

## **Force Majeure**

Neither party is liable for delays or failures caused by events beyond its reasonable control, including acts of God, war, terrorism, cyber-attacks, network outages, or regulatory actions.

## **Severability**

If any clause is held invalid or unenforceable, the remaining provisions remain in full force. The invalid clause shall be replaced by a valid clause that best reflects the original intent.

## **Dispute Resolution**

The parties shall first attempt amicable settlement. Failing that within 30 days, any dispute shall be finally resolved by **arbitration in Victoria, Seychelles**, under the Arbitration Rules of the Seychelles Chamber of Commerce. The award is binding and enforceable in any competent court.

## **Governing Law**

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by the laws of the **Republic of Seychelles**.

## **Entire Agreement**

This document constitutes the entire agreement between the parties regarding the Service and supersedes all prior discussions or agreements. Any referral programme will be governed by a separate addendum if and when adopted.

**By clicking “Accept”, you confirm that you have read, understood, and agree to be bound by these Terms.**