

Block Pilot Ltd

14 Trinity House – Victoria, Mahé – Seychelles

Smart-Wallet Asset-Management Agreement

(General Terms & Conditions of Service)

Effective date: 29 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
SAFE Wallet / Smart Wallet	A Gnosis-Safe-compatible multi-signature smart-contract wallet deployed on a supported blockchain. The Client is the owner . Block Pilot is an authorised signatory with discretionary trading authority but no unilateral ability to transfer assets outside the SAFE .
Internal Transaction	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).
External Transfer	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).
Client-Directed Transaction	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.).

Quarter	1 Jan – 31 Mar, 1 Apr – 30 Jun, 1 Jul – 30 Sep, 1 Oct – 31 Dec.
NAV	The US-dollar 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 source if unavailable).
High-Water Mark (HWM)	The greatest historical NAV after deduction of all fees .
Management Fee	0.50 % of NAV per Quarter.
Performance Fee	4 % of the quarterly increase in NAV above the HWM , calculated after the Management Fee.

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 detailing balances, pricing, fee calculations, and the new HWM.
6. **Support.** Available on business days (09:00–18:00 CET) via support@blockpilot.capital or Telegram [@BlockPilotSupport](https://t.me/BlockPilotSupport).

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

$$\begin{aligned} \text{NAV_after_mgmt} &= \text{NAV} - \text{Management Fee} \\ \text{Excess} &= \text{NAV_after_mgmt} - \text{HWM} \end{aligned}$$

If **Excess** ≤ 0 \rightarrow no Performance Fee; HWM remains (or is lowered to NAV_after_mgmt if lower).

If **Excess** > 0

$$\begin{aligned} \text{Performance Fee} &= \text{Excess} \times 4 \% \\ \text{New HWM} &= \text{NAV_after_mgmt} - \text{Performance Fee} \end{aligned}$$

Fees already paid are not clawed back. No further Performance Fee is charged until NAV exceeds the New HWM.

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.

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.