

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of DD/MM/YYYY, by and between BitGenix PTE. LTD., a company incorporated under the laws of Singapore, with its principal place of business at 50 Raffles Place #37-00, Singapore Land Tower, Singapore-048623 ("Company"), and _____, a citizen of _____ with Passport no. _____ ("Client").

Objective:

The objective of this Agreement is to outline the terms and conditions under which BitGenix PTE. LTD. ("Company") will provide wealth management services to the Client. The Company will leverage its expertise in the fields of cryptocurrency, forex, and stock market trading to manage the Client's account on various trading platforms, make informed trading decisions, manage risk, and develop personalised trading strategies based on the Client's financial situation. The Client acknowledges and understands that investing in the markets inherently involves risks, including the potential for loss as well as profit. This Agreement is designed to establish a clear understanding of responsibilities and expectations between the Company and the Client, ensuring a transparent and mutually beneficial business relationship.

Services Offered by BitGenix PTE. LTD. (Party 1)

BitGenix PTE. LTD. ("Party 1") offers a comprehensive suite of wealth management services, with a specialised focus on trading in the Cryptocurrency, Forex, and Stock Market sectors. These services are built on a platform of extensive market expertise and robust Portfolio Management Systems.

1. Portfolio Management: Party 1 will manage the trading account(s) of Party 2 on relevant trading platforms. This includes, but is not limited to, decision-making regarding which trades to execute and how to effectively manage risk.

2. Tailor-Made Trading Strategies: Party 1 adopts a personalised approach to wealth management. To achieve this, Party 1 will conduct a thorough analysis of Party 2's current financial situation, including assets, liabilities, risk tolerance, and financial goals. This information will be used to develop a unique, tailor-made trading strategy that aligns with the financial objectives of Party 2.

3. Market Simulation and Strategy Development: In order to ensure the efficacy of the tailor-made trading strategy, Party 1 will run market simulations. These simulations are designed to assess potential outcomes under varying market conditions, thereby assisting in the crafting of a strategy that strikes an optimal balance between risk and reward.

4. Risk Analysis and Management: Party 1 will continuously monitor market conditions and the performance of Party 2's portfolio. By doing so, Party 1 aims to identify and mitigate potential risks, while seizing opportunities for wealth appreciation.

5. Diversified Wealth Advice: Party 1 will provide advice on portfolio diversification based on an in-depth understanding of Cryptocurrency, Forex, and Stock Market sectors. The goal is to optimize portfolio performance while mitigating risk through diversification.

6. Periodic Reporting: Party 1 will provide Party 2 with regular reports detailing the performance of their portfolio, market analysis, and updates on their tailor-made strategy.

Period Of Service

The duration of the services provided under this Agreement will be as per the specific terms outlined in the appended document, "Investment Offering," which forms an integral part of this Agreement. The Investment Offering is tailored to the Client's individual requirements and sets forth the specific time period during which the Company will provide its wealth management services to the Client. This period may vary depending on the individualised trading strategy and other factors as mutually agreed upon by the Company and the Client.

Fee Structure

The fees applicable to the services provided under this Agreement will be as set out in the Investment Offering Appendix, which forms an integral part of this Agreement. The Investment Offering Appendix will detail the fee structure, including but not limited to, management fees, performance fees, transaction fees, and any other applicable fees. You agree to pay all fees as set forth in the Investment Offering Appendix in accordance with the terms and conditions therein."

Responsibilities Of Parties

Responsibilities of the Company (Party 1):

- The Company will provide wealth management services to the Client as detailed in the "Investment Offering."
- The Company will diversify the Client's investments based on their professional assessment and evaluation.
- The Company will ensure to honour its commitments as per the services agreed upon and subscribed to by the Client.
- The Company will maintain confidentiality and protect the Client's data privacy, ensuring that no information related to the Client is disclosed without the Client's explicit consent unless required by law.
- The Company will comply with all applicable laws and regulations in Singapore and in any jurisdiction where it conducts business.

Responsibilities of the Client (Party 2):

- The Client will deposit digital assets into a wallet designated by the Company.

- The Client understands and acknowledges that the information/knowledge provided by the Company under this Agreement is proprietary. Any misuse of such information will invite appropriate legal action, and the Company will be entitled to seek damages.
- The Client represents and warrants that they have the legal power to enter into this Agreement and that doing so will not breach any agreement to which they are a party.
- The Client will provide Know Your Customer (KYC) and Anti-Money Laundering (AML) documents as per the laws of their residence. These documents will be used for internal verification and record keeping only.
- The Client agrees not to disclose or use the Company's proprietary information for any purpose other than as necessary for the performance of the services under this Agreement.
- The Client agrees to comply with all applicable laws and regulations in their country of residence and any other applicable laws.

Termination & It's Effects

Termination of this agreement can be initiated by either Party 1 or Party 2. In the event of termination, the following conditions will apply:

1. Notice Period: Party 2 is required to provide Party 1 with a written notice of termination at least 60 days prior to the intended date of termination. This allows Party 1 to attempt to facilitate a profitable exit for Party 2, although a profitable exit cannot be guaranteed.

2. Fees: Upon termination, any advance fees that were paid by Party 2 to Party 1 are non-refundable. This includes the 10% service fee that is charged at the commencement of the agreement.

3. Profit Sharing: If a profit is made at the time of termination, Party 1 is entitled to its agreed share of 30% of the profits as per the profit-sharing ratio defined in the agreement.

4. Losses: In the event of a loss at the time of termination, Party 1 does not hold any liability or responsibility for the financial losses incurred. Party 2 acknowledges that investments in the Cryptocurrency, Forex, and Stock Market carry inherent risks, including potential losses, and by entering into this agreement, they accept these risks.

Please note, this termination policy is designed to ensure transparency and fairness between Party 1 and Party 2. Party 2 should carefully consider these terms before entering into the agreement.

Dispute Resolution

In the event of any dispute, controversy, or claim arising out of or relating to this agreement, or the breach, termination, or invalidity thereof, the parties agree to attempt to resolve the dispute amicably through dialogue and negotiation.

If the dispute cannot be resolved in this manner, the parties agree to refer the dispute to mediation in Singapore, in accordance with the Law Society Mediation Rules for the time being in force.

In the event that the dispute cannot be resolved through mediation within a time agreed upon by both parties, the dispute shall be referred to arbitration in Singapore, in accordance with the Law Society Arbitration Scheme and the rules thereunder for the time being in force.

The party that is found to be at fault or loses the dispute will be responsible for all costs related to the mediation and/or arbitration process. These costs may include, but are not limited to, legal fees, arbitrator's fees, and any other expenses incurred during the resolution of the dispute.

This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of this agreement, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory.

Intellectual Property

Party 1, retains all rights, title, and interest in and to all its trade secrets, inventions, copyrights, and other intellectual property. Any intellectual property shared or disclosed by Party 1 to Party 2 during the term of this agreement remains the sole property of Party 1.

This agreement grants Party 2 a limited, non-exclusive, non-transferable right to use the services provided by Party 1, including the trading strategies. However, this does not grant Party 2 the right to copy, distribute, publicly display, or create derivative works from these strategies.

Party 2 acknowledges that the trading strategies and techniques used by Party 1 are proprietary in nature. Party 2 is not permitted to use these strategies for personal gain, share them with third parties, or use them for commercial purposes outside of the scope of this agreement. Any unauthorised use of these strategies will be considered as a violation of Party 1's intellectual property rights.

In case of any violation of this clause, Party 2 will be liable to pay a fine of \$25,000 to Party 1. This fine is in recognition of the potential damage caused to Party 1 due to the unauthorised use of its proprietary trading strategies. This fine is independent of any legal action that Party 1 may choose to pursue to protect its intellectual property rights.

Regulatory Compliance

Party 1, ensures compliance with all relevant laws and regulations in Singapore, the jurisdiction of its operation. This includes, but is not limited to, financial record-keeping, reporting requirements, and anti-money laundering statutes. The operations of the Company and its subsidiaries are conducted in compliance with these laws at all times.

Party 2, the investor, is responsible for ensuring compliance with all laws and regulations in their jurisdiction of residence, including but not limited to tax laws, financial reporting, and anti-money laundering statutes. Party 2 represents and warrants that their use of BitGenix's services and any transaction carried out with BitGenix is in compliance with such laws.

Party 2 acknowledges that non-compliance with these laws can result in serious legal consequences. Party 2 agrees to indemnify and hold BitGenix harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Party 2's breach of this

warranty, or Party 2's violation of any law or the rights of a third party related to the use of BitGenix's services.

BitGenix reserves the right to terminate the agreement if it believes that Party 2 is not in compliance with these laws and regulations. Party 2 is solely responsible for the consequences of any such non-compliance.

Data Privacy

Party 1, BitGenix PTE. LTD., is committed to maintaining the confidentiality and privacy of Party 2's personal data in accordance with the applicable data protection laws of Singapore.

1. Collection of Personal Data: Party 1 will only collect personal data that is necessary for the provision of its services, including but not limited to Party 2's name, contact information, identification details, and financial information.

2. Use of Personal Data: Party 1 will use the collected personal data for the purpose of providing the services outlined in this agreement, and for any other purposes consented to by Party 2. This may include using the personal data for account setup, communication, risk assessment, and compliance with legal obligations.

3. Disclosure of Personal Data: Party 1 will not disclose Party 2's personal data to any third parties, except as required by law, or with Party 2's explicit consent.

4. Protection of Personal Data: Party 1 will implement reasonable and appropriate security measures to protect Party 2's personal data from unauthorised access, modification, or disclosure.

5. Access and Correction of Personal Data: Upon request, Party 1 will provide Party 2 with access to their personal data held by Party 1 and will correct any errors identified by Party 2, subject to certain exceptions under applicable law.

6. Retention of Personal Data: Party 1 will retain Party 2's personal data only for as long as necessary to fulfil the purposes for which it was collected or as required for legal purposes.

Party 2 acknowledges that they have read and understood this data privacy clause and consent to the collection, use, disclosure, and processing of their personal data by Party 1 in accordance with this clause. Party 2 has the right to withdraw this consent at any time, but this may affect Party 1's ability to provide its services.

Indemnification

In the event of a dispute, the party found to be at fault ("Indemnifying Party") agrees to indemnify and hold harmless the other party ("Indemnified Party") from and against all losses, liabilities, damages, claims, costs and expenses, including but not limited to reasonable legal fees and costs, that arise out of or in connection with:

1. The Indemnifying Party's breach or non-compliance of any term of this Agreement;

2. Any negligent or wrongful act or omission of the Indemnifying Party in connection with the performance of its obligations under this Agreement;
3. Any claim brought against the Indemnified Party by a third party arising out of the Indemnifying Party's acts or omissions.

This indemnity applies whether the claim against the Indemnified Party is threatened or made, or whether it is successful or not. If the Indemnified Party is threatened with any claim or demand, or any action, suit or proceeding is brought against it, the Indemnified Party will notify the Indemnifying Party and the Indemnifying Party will, at its own expense, seek to resolve the matter, failing which it will immediately reimburse the Indemnified Party's reasonable costs of responding to and defending the claim, on demand.

This indemnification section shall survive the termination of this Agreement.

Risk and Liability

BitGenix PTE. LTD. ("Party 1") acknowledges that trading in Cryptocurrency, Forex, and the Stock Market carries inherent risks, including, but not limited to, the risk of substantial financial loss. As such, Party 2 acknowledges and accepts these risks as part of entering into this agreement.

Party 1 does not guarantee profits or promise to cover any losses incurred during the course of trading. The responsibility of financial losses rests solely with Party 2. However, Party 1 pledges to implement robust risk management strategies and utilise its expertise to minimise potential losses and strive for wealth appreciation.

In the event of financial loss, as a testament to the trust vested by Party 2, Party 1 shall waive its service fees until such time that the value of the account is recovered. This is subject to the condition that Party 2 wishes to continue availing the services of Party 1 during this recovery period. This will not, however, constitute a reimbursement or cover for the losses incurred.

By entering into this agreement, Party 2 explicitly acknowledges and accepts this risk and liability structure. Party 2 is advised to carefully consider their financial situation, risk tolerance, and investment goals before entering into this agreement.

Independent Advice

You acknowledge and agree that you have been advised to seek independent legal and financial advice prior to entering into this Agreement. We strongly recommend that you take the time to seek such advice and make sure you fully understand all your rights and obligations under this Agreement. You confirm that you are entering into this Agreement fully aware of its implications and consequences, whether immediate, future, or contingent.