

## Trading Agreement

This agreement (the “Agreement”) is entered into between PARADOX LABS INC, a company registered at Global Bank Tower, 18th Floor, Suite No. 1801, 50th Street, Republic of Panama, Panama City (the “**Company**”), on the one side, and the person, whose details are set out on the signature page under the section dedicated to the Client (the “**Client**”), on the other side,

(together referred to as the “**Parties**” and each individually as the “**Party**”),

### RECITALS

- A. The Company is a company incorporated in the Republic of Panama and operates under the laws of the Republic of Panama.
- B. The Client is the owner of certain assets including but not limited to cash, virtual currencies (the “Virtual Assets”) and cash equivalents (the “Assets”) held on the account opened and maintained in the name of the Client (the “Trading Account”) with the third-party virtual assets service provider (the “VASP”);
- C. By executing this Agreement and upon the Client's acceptance of the Strategy, as defined and attached hereto as Exhibit 1, which outlines the parameters for the management of the Assets, the Parties hereby establish the terms and conditions pursuant to which the Company shall manage the Assets of the Client.

The Parties have agreed as follows:

### 1. Definitions

1.1. The capitalised terms set forth below shall have the meaning prescribed hereunder for purposes of the Agreement.

1.1.1. “Agreement” means this Agreement and any annexes and supplements thereto.

1.1.2. “API” means the Application Programming Interface (API) with the functions, among others, to place Orders to buy or sell certain instruments indicated in the Strategy through the Trading Account.

1.1.3. “Assets” shall refer to the assets held on and/or being available via the Trading Account. The Client may, from time to time, add (deposit) additional assets to the Trading Account from its other (including external) accounts, all of which shall be governed by the terms of this Agreement. The Assets may also include any property acquired or gains realised during the performance of this Agreement.

1.1.4. “Business Days” means any day, other than a Saturday, Sunday or a public holiday.

1.1.5. “Calendar Quarter” means the period commencing from 1st January to 31st March, 1st April to 30th June, 1st July to 30th September and 1st October to 31st December of each calendar year, in accordance with the UTC+0 or any other timezone used by the VASP to prepare account statements.

- 1.1.6. "Capital Allocation Amount" shall have the meaning given to such term in section 2.4.
- 1.1.7. "Client" refers to the individual or entity whose details are specified in the signature section designated for the Client.
- 1.1.8. "Company" shall mean the legal entity indicated at the beginning of this Agreement.
- 1.1.9. "Defaulting Party" shall have the meaning given to such term in section 11.2.2.
- 1.1.10. "Fee Schedule" means the fee schedule attached hereto indicating the fees charged by the Company for the services provided under this Agreement.
- 1.1.11. "Company's Fees" shall mean the remuneration paid to the Company by the Client for the services described herein including Success Fee.
- 1.1.12. "Confidential Information" shall mean the terms of the Agreement and any information that is not public knowledge and that is obtained from the other party in the course of, or in connection with, the Agreement.
- 1.1.13. "Effective Date" shall mean the date on which the Agreement is signed by or on behalf of the Client (as indicated by the date of the electronic signature, if applicable).
- 1.1.14. "Indemnified Claim" shall have the meaning given to it in section 2.8.2.
- 1.1.15. "Management Group" shall have the meaning given to such term in section 2.12.
- 1.1.16. "Order" means an instruction to buy or sell perpetual futures on (from) the Trading Account using the Assets.
- 1.1.17. "Performance Report" shall have the meaning given to such term in section 4.1.
- 1.1.18. "Resident" shall have the meaning given to such term in section 6.8.
- 1.1.19. "Rolling High Watermark" refers to the method of calculating the Company's Fee, ensuring that the Company only earns the Company's Fee when the ending balance of the Trading Sub-Accounts connected to one Sub-Strategy, as determined at the close of the last day of the Calendar Quarter (based on the account statement provided by the relevant VASP), or, if such data is unavailable, as reasonably calculated by the Company at 11:59:59 p.m., Greenwich time, on the last day of the Calendar Quarter, exceeds its prior highest recorded balance. The highest historical ending balance of the Trading Sub-Accounts connected to one Sub-Strategy is recorded as the "high watermark" for this Sub-Strategy, which serves as the benchmark for the Company's Fee calculations. The Company's Fees are assessed solely on profits that exceed this watermark. If the ending balance of the Trading Sub-Accounts connected to one Sub-Strategy falls below the high watermark, the Company's Fees shall not be applied to these Trading Sub-Accounts. The

“high watermark” shall be adjusted for any net inflows, such as deposits and withdrawals, during the Calendar Quarter.

1.1.20. “Rules” means the arbitration rules of the CEDRAC (Cyprus Eurasia Dispute Resolution and Arbitration Center) in force at the Effective Date.

1.1.21. “Stablecoins” shall mean a virtual asset that purports to maintain a stable value relative to a specified asset, or a pool or basket of assets. Stablecoins can be backed by reserve assets, backed algorithmically by a smart contract or otherwise tied to some form of external asset. They may also be pegged to a specific fiat currency (e.g. US Dollar, Euro). For illustrative purposes, Stablecoins may include such assets as Tether (USDT), USD Coin (USDC).

1.1.22. “Strategy” shall mean the main investment strategy in the form of Exhibit 1 with the indication of the main parameters and risk levels.

1.1.23. “Sub-Strategy” shall mean the algorithmic investment strategy that is the part of the main investment strategy – The Strategy.

1.1.24. “Success Fee” shall mean a fee based on the performance of the Assets charged by the Company in accordance with the Fee Schedule.

1.1.25. “Trading Sub-Account” means the sub-account or group of sub-accounts of the Client where the one Sub-Strategy is connected.

1.1.26. “Trading Account” means the compound of several Trading Sub-Accounts of the Client indicated in the Strategy.

1.1.27. “Transaction Fees” means any fees charged by employed blockchain or any other intermediary for any operations/transactions with the Assets.

1.1.28. “VASP” shall have the meaning given to such a term in Recital B.

1.1.29. “Virtual Assets” shall mean any asset recognized as a virtual asset under the definition of applicable laws in the Republic of Panama and/or the applicable rules of the VASP.

1.2. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to other genders.

1.3. References to a person include a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s personal representatives, successors or permitted assignments.

1.4. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.5. A reference to writing or written includes email.

1.6. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

## **2. Agreements and Covenants of the Parties**

- 2.1. The Client hereby appoints the Company, and the Company agrees to act, as the investment manager to the Client and to manage the Assets of the Client.
- 2.2. The Client acknowledges, accepts, and agrees to the Strategy outlined in Exhibit 1 and authorises the Company to implement the Strategy on the Client's behalf. The Client further acknowledges that the Company will act in accordance with the Strategy, and agrees to provide the necessary information and guidance to the Company for the execution of the Strategy. The Client may, from time to time, approve additional Strategies beyond the initially agreed Strategy under this Agreement.
- 2.3. The Client shall establish one or more Trading Accounts for the Company to execute the Strategy. The Company may access the Trading Account at any time, including for risk management purposes; provided, however, that the Company will be granted access to the Trading Account to execute the Strategy.
- 2.4. The Client shall allocate Assets (which may among others consist of US Dollar, USDC, USDT, BTC, ETH, and any other asset agreed by the Parties), to the Trading Account (the "Capital Allocation Amount") to enable the implementation of the Strategy by the Company.
- 2.5. The Company reserves the right to request proof of the origin of the Assets utilised as the Capital Allocation Amount, as well as verification of the Client's source of wealth and source of funds, prior to providing the services indicated herein through such a VASP.
- 2.6. The Company hereby agrees and covenants to:
  - 2.6.1. in a timely manner, in accordance with the Strategy, invest, reinvest the Assets, place Orders (including by means of API) and/or take any other actions necessary under this Agreement and in accordance with the Strategy annexed to this Agreement;
  - 2.6.2. collect and receive, when due, all gains or other income arising from the Assets, which shall become part of the "Asset", as such term is used herein.
- 2.7. The Company shall manage, execute, and monitor the Strategy in good faith and on a "best-efforts" basis, in a manner consistent with the objectives and purpose of the relevant Strategy.
- 2.8. The Client hereby agrees and covenants:
  - 2.8.1. to pay the Company's Fees set forth on the Fee Schedule;
  - 2.8.2. to indemnify and hold the Company harmless from and against any and all reasonable expenses, including counsel fees and other disbursements, or losses incurred by the Company in connection with any third-party claims, actions, or proceedings arising out of or relating to this Agreement, the Assets, or the services provided by the Company hereunder, except to the extent that such expenses or losses result from the Company's own gross negligence, fraud, or willful misconduct. This indemnification shall

specifically protect the Company against any claims, demands, or liabilities initiated by third parties, provided these arise directly from the Client's actions and are not attributable to the Company's own conduct, including any gross negligence, fraud, or willful misconduct on its part. Promptly after the receipt by the Company of notice of demand or claim or the commencement of any action, suit or proceeding, pursuant to which the Company intends to seek indemnification under this section, it shall notify the Client in writing of such claim (the "Indemnified Claim"). The Company shall have the right to conduct and manage the defence against such Indemnified Claim; provided that the Company shall obtain the consent of the Client with respect to the selection of counsel, which consent shall not be unreasonably withheld. The Company may not agree to settle any Indemnified Claim without the prior written consent of the Client, which such consent shall not be unreasonably withheld. The Client may participate in such action with its own counsel;

2.8.3.that it shall provide the Company with access to the Trading Account in order to conduct the transactions (including but not limited to investing, reinvesting and executing Orders) under this Agreement;

2.8.4.not to use any software or other technical solutions to (a) make and use copies, modify or translate; (b) reverse engineer, decompile, or disassemble the API or any of the Company's software; (c) create derivative works; (d) merge with another product; (e) remove or obscure any proprietary rights notices or labels related to API or any other Company's intellectual property (including but not limited to the Company's software used for the purposes of this Agreement, including its source code and object code);

2.8.5.not to conduct any other trading activity with the Assets on Trading Account;

2.8.6.not to (i) utilise (or permit any third party to utilise) the Trading Account for trading on accounts other than the Client's Trading Account and/or engage in copy trading using the history and Strategy applied on and from the Trading Account; (ii) reverse engineer, attempt to access the source code, or replicate the Strategies.

2.9. The Company shall not:

2.9.1.create, incur, assume or suffer to exist any lien, mortgage, pledge conditional sales or other title retention agreement, charge, security interest or encumbrance on or with respect to the Assets;

2.9.2.withdraw from the Trading Account any Assets without the Client's consent. **Withdrawal is possible only in case of a direct request from the Client or when auto transferring Company's Fee from the Client's profit on his Trading Sub-Account connected to one Sub-Strategy by the end of the Quarter (By signing this Agreement, the Client agrees to automatic commission transfers - details are described in Appendix I: Fee Schedule);**

2.9.3.under any circumstances, use or appropriate any part of the Assets for personal benefit, or for the benefit of any party other than the Client. This includes but is not limited to, transferring, selling, pledging, or otherwise disposing of the Assets for personal purposes or gain;

- 2.9.4.engage in any transaction or decision that creates a conflict of interest, actual or potential, between their own personal interests and those of the Client. Any potential conflict of interest must be fully disclosed to the Client in writing, and the Company must refrain from acting on the matter until the conflict is resolved to the Client's satisfaction;
- 2.9.5.use any material, non-public information in managing the Assets that would constitute insider trading under applicable laws. The Company must refrain from taking any action that could violate insider trading laws or result in legal liability for the Client.
- 2.10. The Company is expressly prohibited from engaging in self-dealing transactions, whereby the Company may benefit personally, whether directly or indirectly, from any transaction involving the Assets. Any such transaction shall be considered null and void unless expressly authorised by the Client in writing, following full disclosure of the circumstances surrounding the transaction.
- 2.11. The Company, along with its members, directors, shareholders, officers, employees, and affiliates (collectively referred to as the "Management Group"), may concurrently engage in other business ventures while performing their duties on behalf of the Company. The Management Group may also provide services similar to those described in this Agreement to other clients. Engaging in such activities shall not be considered a conflict of interest with respect to the Company's interests solely by virtue of participating in those other businesses or rendering services to others. Members of the Management Group, in their individual capacities, may serve as shareholders, partners, directors, employees, agents, or officers of the Company, but this shall not, in itself, be deemed to create a conflict of interest with the Company. Additionally, the Company acknowledges that certain conflicts of interest may arise in connection with the services it provides under this Agreement or otherwise.
- 2.12. The Client acknowledges and agrees that the Company does not provide any services that are classified as Virtual Asset Services under the applicable legislation, including but not limited to the following:
- 2.12.1.exchange between Virtual Assets and fiat currencies, and exchange between one or more forms of Virtual Assets;
- 2.12.2.transfer of Virtual Assets.
- 2.13. The Client shall have the right to withdraw a portion of the Assets from their Trading Account, provided that the Company is notified at least 7 (seven) Business Days in advance. However, the Client shall not withdraw any amount that would cause the Trading Account balance to fall below the Minimum Balance specified in the Strategy.

### **3. Fees**

- 3.1. In consideration for the services provided under this Agreement, the Company shall be entitled to receive a fee (the "Company's Fee") as mutually agreed by the Parties and set forth in the Fee Schedule.
- 3.2. The Company shall be responsible for its own operating and other general expenses. Additionally, the Company is entitled to reimbursement for reasonable expenses

incurred in connection with the management of the Assets, provided that any such expenses are approved by the Client in advance.

- 3.3. The Parties acknowledge and agree that any Transaction Fees incurred in connection with the execution of transactions under this Agreement shall be fully borne by and paid from the Assets. For the avoidance of doubt, any Transaction Fees incurred shall be the responsibility of the Client and shall not be deducted from any Company's Fee paid to the Company by the Client.
- 3.4. The Trading Account shall not be revalued, nor shall the Net Trading Profit or any subsequent Company's Fees be recalculated, until the full payment of the Company's Fee for the preceding Calendar Quarter has been received by the Company in accordance with this Agreement.

#### **4. Reporting**

- 4.1. The Company shall provide the Client with monthly / quarterly reports (the "Performance Report") in writing form. Each Performance Report shall include, but not be limited to, the following information:
  - 4.1.1. opening and closing balances of the Trading Account;
  - 4.1.2. summary of profit or loss incurred during the reporting period;
  - 4.1.3. graphical representation of accumulated daily gains, comparing the performance of the Strategy against a Bitcoin benchmark.

It is expressly stated that the Performance Report shall only reflect actual results and shall not include any forecasted amounts.

- 4.2. If the Company is unable to access the trading history on the Trading Account due to API limitations or VASP's restrictions, the Client shall provide the trading history to the Company within 7 (seven) Business Days following the end of the Calendar Quarter.
- 4.3. All such reports shall be delivered to the Client in electronic form to an email address or Telegram account indicated herein by the Client.
- 4.4. The Company retains the discretion to suspend the production of the Performance Report for any period of time if it is infeasible for such statement to be produced (e.g. in the event that certain instruments are difficult to value).

#### **5. The Company's Representations and Warranties**

- 5.1. The Company provides the Client with representations on facts set out in this section on the date of this Agreement and acknowledges that the Client has agreed to enter into this Agreement in reliance on those representations and warranties:
  - 5.1.1. the Company has all powers to enter into this Agreement and to exercise its rights and perform its obligations thereunder and receive all necessary approvals and consents;
  - 5.1.2. the obligations expressed to be assumed by the Company in this Agreement are legal and valid obligations binding on the Company and enforceable in accordance with the terms thereof;

5.1.3.no steps have been taken or legal proceedings have been started or threatened against the Company relating to his bankruptcy;

5.1.4.the Company is not in breach of or in default under any agreement to which it is a party or which is binding on it, to an extent or in a manner which might have a material adverse effect on its financial condition;

5.1.5.no action or administrative proceeding of or before any court or agency which might have a material adverse effect on the Company's financial condition has been started or threatened; and

5.1.6.any factual information provided by the Company was true and accurate in all material respects as of the date it was provided or as of the date (if any) at which it is stated.

5.2. The representations and warranties referred to in this section 5 are effective as of the Effective Date.

## **6. The Client's Representations and Warranties**

6.1. The Client has full legal capacity, power, and authority to accept and agree with this Agreement and to perform its obligations hereunder. This Agreement constitutes a valid and binding obligation of the Client, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

6.2. The Client has such knowledge and experience in financial and business matters that the Client is capable of evaluating the merits and risks of the provision of the Assets, and is able to bear the economic risk of any transactions indicated herein. The Client hereby has sufficient knowledge and experience in business and financial matters and is able to bear the risks thereof. The Client represents that they meet the qualifications of a "professional investor" (or any equivalent designation in the jurisdiction of the Client's residence or domicile) as defined by the applicable legislation.

The Client hereby also represents and warrants, and signature hereof constitutes a signed declaration that the Client is a qualified investor as defined under the laws of the Republic of Panama and his / her country of residence.

6.3. The Client fully and completely assumes, including, but not limited to, the risk that (i) the technology associated with API will not function as intended; (ii) the Company may be subject to investigation and punitive actions from any governmental authorities. The Client understands and expressly accepts that the Client has not relied on any representations or warranties made by the Company outside of this Agreement, including, but not limited to, conversations of any kind, whether through oral or electronic communication, or any marketing information.

6.4. By accepting this Agreement, the Client:

6.4.1.has determined that the applicable laws of its jurisdiction of the residence allow entering into this Agreement and any transactions herein and it will not result in any breach of legal requirements of the Client's jurisdiction of residence or domicile;



- 6.4.2.acknowledges that entering into this Agreement involves high risks and there is a chance that the Client will lose the Assets;
- 6.4.3.acknowledges that the origin of the Client's Assets including Virtual Assets used under this Agreement is legal and confirms that the provided (if any) compliance-related declarations (including, among others, declarations on the source of funds/source of wealth) are true and valid;
- 6.4.4.acknowledges that the Company may not be able to execute the Strategy within the estimated timeline or may not reach the target profitability and any other financial forecasts which may result in the absence of any gain which might be used for the payment or the distributions to the Client.
- 6.5. The Client understands that the Client has no right against the Company or any other person except in the event of the Company's breach of this Agreement or intentional fraud. The Client shall not hold the Company liable for any loss arising out of, or in any way connected to this Agreement except if prescribed so by the law.
- 6.6. The Client acknowledges that this Agreement is not contrary to law or if the Client is a legal entity, contrary to the articles of association and other corporate documents of such legal entity.
- 6.7. The Client is not entering into this Agreement for any illegal unlawful purpose.
- 6.8. The Client is not (i) a resident or entity of; (ii) formed in; (iii) does not reside in; (iv) located in; (v) does not have a place of business in; and (vi) conducting business in (any of which makes you a "Resident") in the People's Republic of China, Democratic People's Republic of Korea, Donetsk People's Republic (DNR), Luhansk People's Republic (LNR), Zaporizhzhia and Kherson oblasti of Ukraine, Iran, Afghanistan, the Republic of Congo, Cuba, Iran, Iraq, Libya, Somalia, South Sudan, Sudan, Syrian Arab Republic, Yemen or any of their respective states, provinces, territories, and possessions (each a "Restricted State").
- 6.9. The Client is not: (a) located in, under the control of, or a national or resident of any country to which the United States has embargoed goods or services, (b) identified as a "Specially Designated National," or (c) placed in the U.S. Commerce Department's Denied Persons List.
- 6.10. The Client is acting as a principal and is not an agent or fiduciary acting on behalf or for the benefit of an individual or entity described in sections 6.8. and 6.9. of this Agreement.
- 6.11. The Client's rights under this Agreement, including, without limitation, the right to receive any gains of the Assets, are personal to the Client only, and no successor or assignee of the Client shall have any right to receive any distributions under this Agreement unless permitted pursuant to this Agreement.

## **7. Taxes**

- 7.1. The Client understands that the Client bears sole responsibility for any taxes as a result of the matters and transactions under this Agreement, and any future acquisition, ownership, use, sale or other disposition of any assets acquired and held by the Client. The exact terms of the taxation may differ depending on the jurisdiction

of residence of the Client. The Company does not accept any obligation to withhold any tax (except such responsibility has been established under the applicable laws). The Company shall not make any representations concerning the tax implications of this Agreement. The Client shall agree that the Company shall not be held liable for any loss arising out of, or in any way connected to, any tax liability the Client may incur in connection with this Agreement.

- 7.2. The Company shall not be obliged to prepare (or cause to be prepared) and file any state and local tax and information returns and reports required to be filed by or in respect of the Assets. In this regard, the Client shall (a) prepare and file (or cause to be prepared and filed) the appropriate state and local tax and information returns required to be filed in respect of the Assets in accordance with any applicable laws.
- 7.3. The Company shall be responsible for any taxes (including sales taxes) in respect of the Company's Fees.

## **8. Risk Warning**

- 8.1. The Client acknowledges and declares that it understands all the applicable risks, rights and obligations arising from this Agreement, in particular, the Client acknowledges the risks related to development failures, flaws, errors, defects, bugs and other technical disadvantages of API, technology stack of the Company (including tech errors on paradoxbroker.com Platform and Binance or ByBit API) and all other technology stack that is used by the Company for trading the Strategy which may result in the theft, loss, or devaluation of the Assets.
- 8.2. In addition to the risks indicated in section 8.1. of this Agreement there are particular risks related to financial instruments and Virtual Assets which shall be accepted and acknowledged by the Client:
  - 8.2.1. cybersecurity risks of Virtual Assets and VASPs (including paradoxbroker.com Platform);
  - 8.2.2. security and bankruptcy risks of VASPs;
  - 8.2.3. risks related to malfunctions of any smart contracts;
  - 8.2.4. risks related to the market manipulation and fraud;
  - 8.2.5. the price drop down of any financial instrument or Virtual Asset (including the price of stablecoins using in the Strategy).
- 8.3. The Client acknowledges and declares that it understands that the Internet and other electronic communications may not be secure, reliable or timely. The Client acknowledges that any communication sent through the Internet or other electronic means may be intercepted, copied, adapted or imitated by third parties.
- 8.4. The Client furthermore acknowledges that if certain risks indicated in section 8 of the present Agreement materialise, the Assets and gains (if any) may be lost or become unavailable.

## **9. Limitation of Liability**

- 9.1. The Company shall have no responsibility or liability to:

- 9.1.1. imply obligations, perform duties, inquire or otherwise be subject to the provisions of any agreement or document other than this Agreement and that which is expressly set forth herein;
  - 9.1.2. take any action with respect to the Assets, other than as directed in section 2 hereof, and the Company shall have no liability to any third party except for liability arising out of the Company's gross negligence, fraud or willful misconduct;
  - 9.1.3. refund any depreciation in principal of any Assets;
  - 9.1.4. assume that the authority of any person designated by the Client to give instructions hereunder shall not be continuing unless provided otherwise in such designation.
- 9.2. Neither the Company nor its directors, officers, employees, or agents shall be liable for any losses, damages, costs or expenses (including direct, indirect, incidental, punitive, or consequential loss, loss of profits, or lost data), incurred or suffered by the Client under this Agreement unless and to the extent that such loss or prejudice arises directly from fraud, wilful default, or negligence, including the unjustifiable failure to perform all or part of its obligations under this Agreement, on the part of the Company.
- 9.3. The Company shall not be liable for any loss of or damage or for any failure to fulfil its duties hereunder if such loss, damage or failure is caused, directly or indirectly, by force majeure such as the act of any government or other competent authority (including, regulatory measures in respect of any VASP), rebellion, war, storm, fire, natural disasters, acts of God, market conditions, inability to communicate with any relevant person or entity or any breakdown or failure of any transmission or communication system or computer facility, failure of any VASP, or other cause whether similar or not, outside the reasonable control of the Company and which makes it practically impossible for the Company to comply with its obligations under this Agreement.
- 9.4. The Company shall not be held liable in respect of any act, made in good faith in accordance with any instruction believed to be genuine and to have been given by the Client, nor is the Company in any way shall be held liable for any unauthorised instruction or for acting on or giving effect to any such unauthorised instruction.
- 9.5. In the event of any loss arising from the acts and omissions of any VASP, or materialisation of any of the risks indicated in this Agreement, the Client acknowledges that the Client shall have no rights to enforce against the Company.
- 9.6. THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE IN TOTAL THE AMOUNT OF THE COMPANY'S FEE PURSUANT TO THIS AGREEMENT. NEITHER THE COMPANY NOR ITS DIRECTORS OR OFFICERS SHALL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT. The Client is liable for any damages, loss, costs, and expenses incurred by the

Company due to any breach of the representations and warranties set out in this Agreement or any other Client's obligations set out in this Agreement. The Client must compensate for any damages, third-party claims, penalties imposed by authorities and other damages, loss, expenses, costs, fees, and penalties incurred by the Company which are caused by the actions of the Client. The Company shall not be held liable for any damage suffered by the Client or other loss of any kind regardless of whether such damage or loss was foreseeable except in the cases established by law.

## **10. Confidentiality**

10.1. Each Party must unless it has the prior written consent of the other party:

10.1.1. Keep confidential at all times the Confidential Information of the other Party;

10.1.2. Effect and maintain adequate security measures to safeguard the other party's Confidential Information from unauthorised access or use; and

10.1.3. Disclose the other party's Confidential Information to its personal or professional advisors on a need-to-know basis only and, in that case, ensure that any personal or professional advisor to whom it discloses the other party's Confidential Information is aware of and complies with, the provisions of this section.

10.2. Confidential Information does not include information which:

10.2.1. is generally available to the public;

10.2.2. either Party has received from a third party without any obligation of confidentiality;

10.2.3. was in the possession of either Party prior to a receipt without any related obligation of confidentiality; or

10.2.4. either Party has independently developed without using material or information received from the other Party.

10.3. If a Party breaches any of its obligations with respect to the confidentiality or unauthorised use of Confidential Information, the non-breaching Party will be entitled to equitable relief to protect its interest in its Confidential Information, which includes injunctive relief and monetary damages.

10.4. The Client shall agree that the Company is authorised to supply any information regarding any of the activities of the Company if it is required by any law, regulation, or rule now or hereafter in effect, or which may be requested by law enforcement.

10.5. The Company and the Client each acknowledge that the Company will follow the security procedures established by the VASP and related to the Assets. The Company and the Client will each restrict access to Confidential Information relating to such security procedures to authorised persons. Each Party must notify the other Party immediately if it has reason to believe unauthorised persons may have obtained access to such Confidential Information or of any change in its authorised personnel.

10.6. The Client shall not, without the Company's prior written consent, and shall take reasonable steps to ensure that any personnel under the Client's supervision or instruction do not, knowingly engage in any discussions with the media regarding the Company's trading strategy or any operations conducted under this Agreement.

10.7. This section shall remain in force and survive any termination of this Agreement.

## **11. Term and Termination**

11.1. This Agreement will enter into force on the Effective Date and shall terminate upon the fulfilment of all of the obligations of the Parties established herein.

11.2. This Agreement shall terminate upon the occurrence of any of the following events:

11.2.1. by the Company or the Client upon 30 (thirty) Business Days prior written notice by the terminating Party to the other Party;

11.2.2. by the Company or the Client at any time upon written notice by the terminating Party to the other Party if such other Party (the "Defaulting Party") commits any material breach of this Agreement or commits persistent breaches of this Agreement which is or are either incapable of remedy or have not been remedied within 30 business days of receipt of written notice by the Defaulting Party;

11.3. The Company shall have the right to terminate this Agreement immediately if the Client:

11.3.1. Inability to Pay: Is unable to pay the Company's Fees as they become due or otherwise becomes insolvent, or enters into any composition, compromise, or arrangement with its creditors, or any class thereof, for the benefit of its creditors;

11.3.2. Petition for Administration or Similar Proceedings: Becomes the subject of any petition or application for the appointment of an examiner, administrator, trustee, official assignee, or similar officer in relation to the Client or in respect of its affairs or assets, whether by the Client or by any other party;

11.3.3. Appointment of a Receiver: Has a receiver or similar officer (within the meaning of any applicable bankruptcy (insolvency) legislation or any other applicable legislation, if appointed by the court) appointed over all or any substantial part of its undertaking, assets, or revenues, whether at the request of the Client or a third party;

11.3.4. Resolution for Winding Up: Becomes the subject of a resolution for its winding up, except in the case of a voluntary winding up for the purposes of reconstruction or amalgamation, provided such reconstruction or amalgamation has been previously approved in writing by the Company; or

11.3.5. Court Order for Liquidation: Becomes the subject of a court order for its winding up, liquidation, or dissolution.

11.4. If, following a withdrawal of Assets in accordance with section 2.14 of this Agreement, the balance of the Trading Account falls below the agreed Minimum Balance (as specified in the Strategy), the Company shall have the right, in its sole

discretion, to terminate this Agreement by providing notice to the Client as specified herein. Furthermore, if the Trading Account balance falls below the Minimum Balance at any time, the Company reserves the right to terminate this Agreement at its discretion.

## **12. Governing Law and Jurisdictions**

- 12.1. This Agreement is to be governed by and construed in accordance with English law. Any matter, claim or dispute arising out of or in connection with this Agreement, whether contractual or non-contractual, is to be governed by and determined in accordance with English law.
- 12.2. The Parties agree to try in good faith to settle through negotiations any dispute, disagreement or claim arising out of or in connection with the execution, termination or rescission of this Agreement. The claiming Party shall send a message with its claim to the other Party (in accordance with the provisions in section 13 of this Agreement). The contents of the notice in question shall contain the essentials of the claim and evidence supporting such claim.
- 12.3. In the absence of a reply to the claim within 30 (thirty) Business Days since the sending date, or if the Parties have failed to reach an amicable settlement, the dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be brought and heard exclusively in the appropriate court in terms of this Agreement.
- 12.4. **Dispute Resolution.** All disputes, which are unresolved pursuant to sections 12.2-12.3 within the time periods specified in those sections, and which a Party wishes to have resolved, shall be settled by arbitration in accordance with the Rules, which are deemed to be incorporated by reference to this clause. The number of arbitrators shall be 3 (three), appointed in accordance with the Rules. The appointing authority shall be the CEDRAC Court. The seat of the arbitration shall be Limassol. The language of this arbitration shall be English.
- 12.5. The arbitrators shall have the power to grant any legal or equitable remedy or relief available under applicable laws, including but not limited to injunctive relief, whether interim or final, and specific performance and any measures ordered by the arbitrators may be specifically enforced by any court of competent jurisdiction.
- 12.6. The Parties agree that any arbitral proceedings under this Agreement may (to the extent the arbitral tribunal considers appropriate given the subject matter of the particular dispute) be consolidated or be heard together concurrently before the same arbitral tribunal. The Parties further agree that any arbitral tribunal constituted under this Agreement shall have the power to order consolidation of proceedings or concurrent hearings.
- 12.7. The provisions of this section 12 shall continue to apply after the termination or expiry of this Agreement without limit in time.

## **13. Notices**

- 13.1. The Parties agree to use the email addresses or Telegram accounts stipulated hereunder while delivering all necessary documents, written notices or claims. The Parties confirm that documents, written notices and claims sent from and to the email

addresses (or Telegram accounts) designated hereunder shall have the legal effect and are to be accepted and considered by the Parties. The Parties confirm that all emails sent from the authorised email addresses are deemed to be sent and signed by the Parties. In addition, the Parties agreed that a signature transmitted by facsimile or via email (in scanned format) shall be deemed to be an original signature.

- 13.2. Documents, written notices or claims sent by email in accordance with this Agreement shall be deemed to be sent on the date on which the email is confirmed as being sent provided that day is a working day.
- 13.3. The Parties acknowledge and agree that the email addresses specified in the signature section of this Agreement shall be deemed authorised for all communications and notifications related to this Agreement.
- 13.4. Either Party may change the address to which documents, written notices or claims are to be delivered or sent by giving the other party written notice to this effect in the manner set forth herein.
- 13.5. All communications and documents to be made or given pursuant to this Agreement must be in English language.
- 13.6. Until one Party advises the other one of the fact of the breach of security in respect of its authorised email address, all actions and documents done and sent from the authorised email address of one of the Parties, even if these actions and documents have been done and sent by third parties, are considered to be done and sent by the owner of the authorised email address as well as considered to be signed by the electronic signature of corresponding Party. In that case, the owner of the authorised email address acquires all rights and incurs all obligations, as well as bears the liability arising out of these facts.

#### **14. Entire Agreement**

- 14.1. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this Agreement. This Agreement may be executed in two (2), each of which will be considered an original, but all of which together will constitute one and the same instrument. The Parties agree that this Agreement may be executed by a signature in the form of a facsimile or in electronic form (including signatures in PDF, DocuSign or similar format), and shall have the same force and effect as the Agreement with the original signature.

#### **15. No Agency**

- 15.1. The Company shall, for all purposes of this Agreement, act as an independent contractor and not as an agent, unless specifically provided otherwise herein, nor as an employee of the Client. Nothing in this Agreement shall be construed as creating a partnership, joint venture, or similar relationship between the Company and the Client, or between the Company and any of the Client's affiliates or clients. The Company shall not have the authority to act on behalf of, represent, bind, or obligate the Client, except as expressly set forth in this Agreement.

#### **16. Miscellaneous**

- 16.1. If at any time any one or more of the provisions of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.
- 16.2. There are no representations, warranties, or conditions expressed or implied, statutory or otherwise, between the Parties in connection with this Agreement, except as specifically set out in this Agreement.
- 16.3. Further Assurance: Each Party agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as the other Party may reasonably require to implement and/or give effect to this Agreement and the performance thereof.
- 16.4. Notwithstanding anything to the contrary contained herein, if any payment obligations, balance amounts or any indications in the Strategy is to be made or nominated in a Virtual Asset (including for the purposes of this Agreement Stablecoins) other than USDT, such amount shall be converted into USDT at the rate determined in accordance with the exchange rate established on [coinmarketcap.com](https://coinmarketcap.com) as of the payment day.
- 16.5. This Agreement is personal to the Parties and neither party shall without the prior written consent of the other party assign, transfer, mortgage, charge, subcontract or deal in any other manner with any of its rights and obligations under this Agreement. Such consent should not be unreasonably denied.
- 16.6. During the term of the Company's engagement by the Client, and for a period of 3 (three) years following the termination of such engagement, the Client shall not, directly or indirectly, induce, solicit, or encourage any employee, consultant, contractor, or manager of the Company to terminate or modify their relationship with the Company.

IN WITNESS WHEREOF, the Parties have entered this Agreement as of the Effective Date written above.

FOR AND ON BEHALF OF THE  
COMPANY

FOR AND ON BEHALF OF THE CLIENT



Mr Kirill Mannianov, Director

[FULL NAME]

PARADOX LABS INC

[FULL BUSINESS NAME & REG CODE  
(IF ANY)]

Global Bank Tower, 18th Floor, Suite No.  
1801, 50th Street, Republic of Panama,  
Panama City

[REGISTERED OFFICE ADDRESS (IF  
ANY)]

[mk@triple.capital](mailto:mk@triple.capital)

[EMAIL ADDRESS]

[t.me/mannyanoffff](https://t.me/mannyanoffff)

[TELEGRAM ACCOUNT]

## Appendix I: Fee Schedule

1. The Company's Success Fee shall be calculated based on the Net Trading Profit generated in the Trading Sub-Accounts in accordance with the table below (Table 1), utilising the Rolling High Watermark method. In the event that no Net Trading Profit is realised, or if the balance of funds in the Trading Sub-Account at the beginning of the next Calendar Quarter does not exceed the previous high watermark, no Company's Fee shall be charged to the Client.
2. Success Fee is calculated not from the cumulative result of The Strategy, which includes sub-strategies, but separately from the results of each individual sub-strategy included into The Strategy. That is, there may be a situation where the overall result of The Strategy for the quarter is negative or zero, but the Success Fee is still paid according to one of the sub-strategies that showed a positive result.

**Table 1: Company's Success Fees**

Starting Account Balance (USDT)	Success Fees

3. In case the Client connects to The Strategy via the platform paradoxbroker.com, The Success Fee is transferred from the Client's Trading Sub-Accounts to the Company's Account automatically. The Client receives a detailed invoice of the commission paid.
4. The Company's Fee shall be calculated on the last day of each Calendar Quarter. The Company shall issue an auto invoice to the Client;
5. In the event of termination of this Agreement, the Company shall issue an invoice for any outstanding Company's Fees or charges incurred up to the date of termination. This invoice shall be payable by the Client in accordance with the terms outlined herein, and shall be due no later than 5 (five) Business Days following the invoice date.

FOR AND ON BEHALF OF  
THE CLIENT

FOR AND ON BEHALF OF  
THE CLIENT

[FULL NAME]

[FULL NAME]

**Appendix 2: Compliance Declaration**

<p><b>Please read the definition of Politically Exposed Person (PEP) carefully and confirm whether you are/are not a politically exposed person. Also, please confirm whether or not you are/are not a family member or close associate of a politically exposed person.</b></p>	<p>A “PEP” (Politically Exposed Person) is defined as an individual who is or has been entrusted with prominent public functions, along with members of their immediate family or persons known to be close associates of such individuals.</p> <p><b>Are you a politically exposed person as defined above?</b>  <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> <b>No</b></p> <p>If yes, please list the position(s) that you hold or have held:          _____</p> <p><b>Are you a family member or close associate of a politically exposed person?</b>  <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> <b>No</b></p> <p>If yes, please provide your family members or close associates:          Full Name: _____          Position(s): _____          Relationship with you: _____</p>
<p><b>Please read the definition of the United States person for the purposes of FATCA and confirm whether you are/are not a US person.</b></p>	<p>The term “United States person” under FATCA means:</p> <ul style="list-style-type: none"> <li>● A citizen or resident of the United States;</li> <li>● A domestic partnership (partnership organized in the US);</li> <li>● A domestic corporation (a corporation incorporated in the US);</li> <li>● Any estate or trust other than a foreign estate or foreign trust (see Internal Revenue Code section 7701(a)(31) for the definition of a foreign estate and a foreign trust);</li> <li>● a person that meets the substantial presence test;</li> <li>● The United States government, a State or the District of Columbia (including any agency, instrumentality or political subdivision thereof).</li> </ul> <p><b>Are you a US person as defined above?</b>  <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> <b>No</b></p>
<p>I declare that the information stated above is true to the best of my knowledge and belief and the funds for this Agreement are not derived from illegal activities but are obtained from completely legitimate sources.</p>	

**Exhibit 1: Strategy**

Strategy Description	100% algorithmic trading of perpetual futures of crypto assets based on several uncorrelated long-short sub-strategies
Starting Balance	
Collateral Assets	Select one: <input checked="" type="checkbox"/> <b>100% USDT (Default)</b> <input type="checkbox"/> 20% USDT and 80% BTC
Net Trading Profit Currency	Select one: <input checked="" type="checkbox"/> <b>USDT (Default)</b> <input type="checkbox"/> BTC

FOR AND ON BEHALF OF  
THE CLIENT

FOR AND ON BEHALF OF  
THE CLIENT

[FULL NAME AND]

[FULL NAME AND]