

Investment Management Agreement



Vestog Ltd.



Investment Management Agreement

Vestoo Ltd. ("Adviser"), agrees to manage investments for you as client ("Client") on the following terms:

WHEREAS

(A) A client agreement has been made between the Client and the Adviser on or before the date of this Agreement ("Client Agreement").

(B) Client and Adviser wish to make appropriate arrangements on matters relating to Client entrusting Adviser with the investment management of assets.

Appointment

Subject to the terms and conditions of this Agreement, Client agrees to entrust and hire the Adviser to provide Client with investment management services and to manage the assets of the Client's account opened or to be opened with the Adviser ("Account").

Investment management services

Adviser is to invest and reinvest the securities, cash, commodities, precious metal and/or other investments held in the Account and engage in such transactions on the Client's behalf as the Adviser may deem appropriate, in the Adviser's sole discretion, subject to the investment guidelines described by this Agreement. In connection with the investment management services being provided to the Client, the Adviser is entitled to rely on the financial information and other information provided by the Client. Client agrees to inform the Adviser promptly in writing of any material change in the Client's circumstances which might affect the manner in which the Client's assets should be invested and to provide the Adviser with such information as it shall reasonably request.

Authorisation

Client hereby grants the Adviser complete and unlimited discretionary trading authorization and appoints the Adviser as agent and attorney-in-fact with respect to the Account. When necessary and appropriate Client agrees to sign "Limited Powers of Attorney" or "Trading Authorizations" as may be required by Client's custodian(s). Pursuant to such an authorisation, Adviser may, in its sole discretion and at Client's risk, purchase, sell, exchange, convert and otherwise trade in the securities, commodities, precious metal, foreign exchange and other investments in the Account, as well as arrange for the delivery and payment in connection with the above, and act on behalf of the Client in all other matters necessary or incidental to the handling of the Account. Client understands that Adviser will execute trades without prior consultation with Client. The Client acknowledges that Adviser may determine to allocate all or a portion of the Account among various investment alternatives, including but not limited to: (i) individual debt and/or equity securities; (ii) mutual funds and/or (iii) ETF funds. This trading authorisation is a continuing one and shall remain in full force and effect until terminated by the Client or Adviser pursuant to the provisions of section 12 titled "Term and termination". The termination of this authorization will constitute a termination of the Agreement.



Confidentiality

All information furnished by Client to Adviser, including Client's identity, shall be treated as confidential. Adviser agrees not to voluntarily disclose confidential information without Client's prior consent unless required by law, court order or agency directive, or unless Adviser expects, in its reasonable opinion, that it will be compelled by a court or government agency, or unless such information becomes publicly available or known other than as a result of actions of Adviser. However, Client authorises Adviser to respond to inquires from, and communicate and share information with, Client's attorney, accountant and other professionals to the extent necessary in furtherance of Adviser's services under this Agreement.

Fees and expenses

As compensation for the investment management services that Adviser will provide to Client, Client agrees to pay to the Adviser all fees as more fully described in and charged according to the Adviser's prevailing releases posted on the Adviser's website at www.vestoq.com.

Upon termination of this Agreement, the Adviser shall be entitled to charge a proportionate part of the fee that has not been collected. Until paid, the fees and expenses of the Adviser shall constitute a lien upon the assets of the Account.

Client agrees to be responsible for all service fees related to Account that Adviser may charge including but not limited to statement delivery, express mail, wire transfers, certificate delivery, closing and transferring accounts, returned checks, settlement fees, non-collectible deposits, bounced checks, stop payments, stock transfers, margin interest and retirement account fees.

Client acknowledges that whenever Client owns mutual funds or exchange traded funds Client may pay fees to two separate entities. First, Client will pay a fee to Adviser for investment management services. Second, Client will pay expenses associated with owning said mutual fund.

Execution of investment management transactions

Adviser will arrange for the execution of securities, commodities, precious metal, foreign exchange and other investment transactions for the Client through brokers or dealers that the Adviser reasonably believes will provide the best execution. Adviser generally will seek competitive commission rates but will not necessarily attempt to obtain the lowest possible commission for transactions for the Account. Client understands that it is anticipated that all or a significant amount of brokerage transactions for the Client's account will be placed through the Adviser for the Account. In selecting broker/dealers for a particular transaction, Adviser may consider all relevant factors, including the execution capabilities required by the transaction, the importance of speed, efficiency or confidentiality, familiarity with sources from whom or to whom particular securities, commodities, precious metal or foreign currencies might be purchased or sold, as well as any other relevant matter. Adviser may select broker/dealers which provide it with research or other transaction-related services. Client hereby grants Adviser the authorisation to effect "agency cross" transactions (i.e., transaction in which Adviser acts as broker for the party or parties on both sides of the transaction) with respect to the Account to the extent permitted by law. The Client acknowledges that Adviser may receive compensation from the other party in such a transaction (the amount of which may vary), and that, as such, Adviser will have a potentially conflicting division of loyalties and responsibilities. Consistent with obtaining best



execution, transactions for the Client may be directed to brokers in return for research services furnished by them to Adviser. Such research generally will be used to service all of the Adviser's clients, but brokerage commissions paid by the Client may be used to pay for research that is not used in managing the Client's Account. Adviser may, in its discretion, cause the Client to pay brokers a commission greater than another qualified broker might charge to effect the same transaction where the Adviser determines in good faith that the commission is reasonable in relation to the value of the brokerage and research service received.

Transactions for each client account generally will be effected independently, unless Adviser decides to purchase or sell the same securities, commodities, precious metal or foreign currencies for several clients at approximately the same time. To the extent permitted by law, Adviser shall be permitted to, but is not obligated to, combine or "batch" such orders to obtain best execution, to negotiate more favourable commission rates or to allocate equitably among the Adviser's clients. The Client may experience differences in prices and commissions or other transactions costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and transaction costs and will be allocated among the Adviser's clients in proportion to the purchase and sale orders placed for each client account on any given day in a fashion that is deemed equitable to all. Adviser may give a copy of this Agreement to any broker, dealer or other party to a transaction for the Client's account, as evidence of the Adviser's authority to act for the Client.

Risk

Adviser does not guarantee the future performance of the Account or any specific level of performance, the success of any investment recommendation or strategy that Adviser may take or recommend for the Account, or the success of the Adviser's overall management of the Account. Client understands that investment recommendations for the Account by Adviser are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable.

Except as may otherwise be provided by law, the Adviser will not be liable to the Client for any loss (i) that the Client may suffer as a result of the Adviser's good faith decisions or actions where the Adviser exercises the degree of care, skill, prudence and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use in the conduct of an enterprise of alike character and with like aims; (ii) caused by following the Client's instructions; or (iii) caused by any broker or dealer to which the Adviser directs transactions for the Client's account or by any other third person.

The Attorney promises that the invested capital of the Client will not fall below 100% of the initial investment.

Notices

Any communication in connection with this Agreement must be made in the manner required in the Client Agreement and will be effective in the manner set out in the Client Agreement.



Indemnities

Except for negligence or malfeasance, or violation of applicable law, neither Adviser, nor any of its officers, directors or employees, acting in good faith, shall be liable for any action, omission, investment recommendation/decision, or loss in connection with this Agreement including, but not limited to, the investment of assets credited to the Account, or the acts and/or omissions of other professionals or third party service providers recommended to the Client by the Adviser.

Client acknowledges that Adviser's investment recommendations involve some degree of risk. Client acknowledges that all investment activity in Client's Account shall be at Client's own risk, which can result in loss of Client's investment capital, annual income, and/or tax benefits. Client acknowledges that Adviser does not claim to be able to accurately predict the short term future investment performance of any individual fund or of any asset class. Client acknowledges that Adviser makes judgmental evaluations before recommending specific investment opportunities to Client. In making judgmental evaluations, Adviser agrees to use its best efforts to review sources of information that it has found to be valuable, accurate and reliable. Client acknowledges that Adviser cannot and does not survey all sources of publicly available information. Client acknowledges that Adviser is not responsible for the accuracy or completeness of information furnished to Adviser by Client or by any other party. Client acknowledges that federal and state laws restrict Adviser's use and communication of material non-public information. Client acknowledges that Adviser will NOT reimburse Client for any losses.

Reports

Adviser will provide the Client quarterly, or if available and desired by the Client, monthly statements showing the assets in and all transactions for the Client's account during the quarter, or as the case may be, month. The Client is responsible for reviewing statements provided by the Custodian and confirming and reporting any discrepancies to Adviser. Interim statements provided by Adviser at the request of the Client are not to be relied upon as fact. Adviser will make efforts to ensure that the information is timely and accurate.

Representations and warranties

If this Agreement is entered into by an individual, the Client represents and warrants at all times during the term of the Agreement, the Client may lawfully, and as is duly authorised and empowered to, authorise the Adviser to exercise investment discretion with respect to the Account. Client also represents that he or she is the age of majority. If this Agreement is entered into by a corporation, partnership, trust or other legal entity, Client represents and warrants that at all times during the term of the Agreement, (i) this Agreement has been duly authorised, executed and delivered by the Client and constitutes its valid and binding obligations, enforceable against the Client in accordance with its terms, (ii) no governmental authorisations, approvals, consents or filings are required in connection with the execution, delivery or performance of this Agreement by the Client, (iii) the execution, delivery or performance of this Agreement by the Client will not violate or result in any default under the Client's certificate of incorporation or by-laws (or equivalent constituent documents), or any provision of any plan or trust governing the assets in the Account any contract or other agreement to which the Client is party or by which it or its assets may be bound or any statute or any rule, regulation or order of any governmental agency or body, (iv) the list of signatures attached hereto, constitutes the valid signatures of all directors, officers, employees or agents for the Client authorised to take action with respect to the Account (or all such persons to whom the Client has delegated fiduciary responsibility to



take action with respect to the Account) and Adviser shall be entitled to rely conclusively on any document executed by any of them and (v) the Client is not an investment company. If the Client is a corporation, the person signing this Agreement for the Client represents that he or she has been authorized to do so by appropriate corporate action. If this Agreement is entered into by a trustee or a fiduciary, the trustee or fiduciary represents that the Adviser's investment management services are authorized under the applicable plan, trust or law and that the person signing this agreement has the authority to negotiate and enter into the Agreement. Client will inform Adviser of any event that might affect this authority or the property of this Agreement.

Term and termination

This Agreement shall remain in force as long as mutually agreed to by Client and by Adviser. This Agreement may be terminated at any time, by either Client or by Adviser, for any reason, upon 30 days written notice to the other party. Upon termination, there shall be no refund to Client of fees. Termination will not affect the liabilities and obligations of the parties under this Agreement arising from transaction ignited prior to such termination, including the provisions regarding jurisdiction which shall survive any expiration or termination. Upon the termination of this Agreement, Adviser shall be under no obligation whatsoever to recommend any action with regard to, or to liquidate, the securities, commodities, precious metal, foreign exchange or other investments in the Account. Adviser retains the right, however, to complete and transact open as the termination date and to retain amounts in the Account sufficient to effect such completion. Upon termination, it shall be the Client's exclusive responsibility to issue instruction in writing regarding any assets held in the Account.

Assignment

The Client may not assign this Agreement or any asset credited to the Account without prior written consent of the Adviser.

Non-exclusive agreement

Client acknowledges that Adviser provides investment management services to more than one client. Client acknowledges that transactions in a specific security and/or currency may not be accomplished for all client accounts at the same price or at the same time. Adviser may give different advice and may take different investment actions for different clients. Further, Adviser may give different advice and may take different investment actions for its own corporate investments, or for the individual investments of Adviser's owners, directors, affiliates, employees, or its own employees' ERISA retirement plan. The Adviser is not obligated to buy, sell or recommend for the Client any security, currency or other investment that the Adviser may buy, sell or recommend for any other clients or for its own accounts.

Conflicts may arise in the allocation of investment opportunities among accounts that the Adviser advise. Adviser will seek to allocate investment opportunities believed appropriate for the Client's account and other accounts advised by the Adviser among such accounts equitably and consistent with the best interest of all accounts involved. But, there can be no assurance that a particular



investment opportunity that comes to the Adviser's attention will be allocated in any particular manner.

Death or disability

If Client is a natural person (individual), the death, disability or incompetence of Client will not terminate or change the terms of this Agreement. However, the Client's executor, guardian, attorney-in-fact or other authorised representative may terminate this Agreement by giving written notice to Adviser.

Disputes

Any disputes arising from and related to this Agreement shall be settled by both parties through friendly negotiations. If a dispute cannot be resolved through friendly negotiations within 90 days, either party may submit such dispute to the exclusive jurisdiction of the courts of the state the Adviser is incorporated – subject to the rules applicable to competence.

Disclosures

Client acknowledges that it has received and reviewed copies of the Client Agreement, the Privacy Policy and the Trading Execution Risk, as well as a copy of this Agreement.

Governing law

The validity, interpretation, and performance of this Agreement shall be governed by and construed under the laws set out in the Client Agreement.

Non-waiver

Failure of Adviser to object to or take other action with respect to any conduct of the Client that may be a breach of this Agreement shall not be deemed a waiver of any such breach or of any future breach or wrongful conduct. No term or provision of this Agreement may be waived or changed except in writing signed by the Adviser against whom such a waiver or change is sought to be enforced.



Severability

If any provision of this Agreement or its application to any person or circumstance is found to be invalid or unenforceable by a statute, rule, regulation, decision or a tribunal or otherwise, the remainder of this Agreement or the application of that provision to other persons or circumstances shall not be affected and shall remain in full force and effect. This Agreement may not be modified, changed, or amended without the written consent of Adviser.

Implied provisions

It is hereby declared that there shall be deemed to be incorporated in this Agreement all the covenants, representations, warranties and other provisions of the Client Agreement, Privacy Policy and Trading Execution Risk in the same manner and to the same extent as if those covenants, representations, warranties and other provisions had been set out in full in this Agreement (with all necessary modifications) and made applicable to the Client. Should there be any discrepancy between any provision of this Agreement and the Client Agreement, the provisions of this Agreement shall prevail.

Entire agreement

This Agreement contains the entire understanding of the parties. Any oral understandings are incorporated and merged in this Agreement. No representations were made or relied upon by either party except as set forth. This Agreement may not be changed unless both Client and Adviser agree to the change in writing.



I have read and understand, and agree to be bound by and that the Client shall be bound by, the terms and conditions set forth in this Agreement.

Client Information

Full Name: _____

Account ID: _____

Resident Address: _____

Passport/Photo ID: _____

Date of Birth: ____ - ____ - _____

Sign: _____

Date: _____