

TRUST MONEY MANAGEMENT AGREEMENT FOR INVESTMENT IN FACTORING SERVICES

1. TERMS AND DEFINITIONS

Agreement - Trust money management agreement is for funds intended for making transactions based on factoring services and (or) conclusion of agreements that are derivative financial instruments, including all annexes thereto (hereinafter - the Agreement).

Assets - funds transferred by an individual to the Trustee under the Agreement, in accordance with the requirements of statutory and regulatory enactments and permitted by the Management Strategies received by the Trustee in the course of Trust Management in accordance with the terms of the Agreement.

Customer profile - generic term for Customer application form - an individual, the forms of which approved in accordance with the established procedure by the Trustee and disclosed on the website of the Trustee on the Internet at: <https://factoring.ltd>

Trustee:

Full name of the Trustee: Proprietary Limited Factoring «Administration company ». Abbreviated name of the Trustee - «Factoring PTY LTD». Location and mailing address that the registered office of the Company be at LEVEL 32, 1 MARKET STREET, SYDNEY, NEW SOUTH WALES 2000. COMPANY: attended to and produced to the Meeting the Application for Registration as an Australian Company filed with ASIC in respect of the Company as well as the Certificate of Registration for the Company dated 9/4/2020. E-mail: info@factoring.ltd. Website address (the website of the Trustee): <https://factoring.ltd> . License of a professional participant of the securities market for carrying out activity in managing securities № ACN: 640 223 669, without limitation as to period of validity.

Trust management - the implementation by the Trustee in his own name within a given time practical steps with the funds transferred to him for trust management that is owned by Assets Trustor in the interests of profit of the Trustor.

Confidential information - information that allows its holder in existing or possible circumstances to increase revenues, avoid unreasonable expenses, retain market position or receive other commercial benefits. Confidential information, in particular, includes:

- the activities of the Trustee and the Trustor and their investment intentions;
- any information relating to the amount of the Assets of the Trustor, as well as transactions with Assets concluded by the Trustee in accordance with this Agreement;
- any correspondence between the Trustee and the Trustor.

Original contribution - the minimum amount of money that must be transferred to the Trustee in the Trust Management, upon the first funds transfer to one Management Strategy under the provisions of this Agreement by wire transfer.

Basic electronic signature (BES) of the Trustee - equivalent handwritten signature of the Representative of the Trustee and the seal submitted:

- in the form of a special note « Signed by BES PTY LTD «Factoring», the chief executive officer Oscar Frome", affixed in Messages in the form of Electronic documents posted by the Trustee in the Personal Account;
- through Messages in the form of Electronic documents sent by the Trustee.

Message - any message, notification, statement, reports of the Trustee sent by the Trustee or the Trustor to each other in the course of the Agreement.

Net worth - value of assets of the Trustor calculated in the manner prescribed by the marketing plans of the Assets, which is an internal document of the Trustee disclosed on the website of the Trustee.

Management strategy - a set of rules and principles developed by the Trustee for the composition formation and Assets profile held in Trust Management, as well as the marketing approach that he is guided by in trust management, differing in the set of assets and plans.

The validity period of the Management Strategy - the term established by the marketing plan for the distribution of assets in due time according to the concluded agreement data.

Trustee Account - the account of the Trustee in the organization intended for the transfer of funds by the Trustor to the Trust Management, the details of which are established and provided by the Trustee.

Trustor (Client) - an individual who has concluded an Agreement with the Trustee and transfers the Assets to the Trustee in Trust Management.

Electronic document - A message (document) in which information is presented in electronic form.

Electronic signature - information in electronic form that is attached to other information in electronic form (signed information) or is otherwise associated with such information and which is used to determine the person signing the information. Any other terms, the meaning of which is not defined in Section 1 of the Agreement, is used in the meaning that is given to them by law or other legal acts, including, but not limited to, normative acts in the field of financial markets governing the issuance, implementation of professional activities in the investment market.

2. GENERAL PROVISIONS

2.1. This Agreement is the standard form of the Trust Management agreement (the accession agreement form based on an invoice) approved by the Trustee and defines the circumstances and manner for the transfer of Assets by the Trustor to Trust Management and the implementation of Trust Assets Management by the Trustee, as well as governs the relationship between the Trustor and the Trustee (hereinafter collectively - the "Parties") in the course of the Agreement. In accordance with the Agreement the Trustor transfers to the Trustee the funds

intended for making transactions with factoring services and (or) conclusion of agreements that are derivative financial instruments to the Trust Management, and the Trustee undertakes to manage for remuneration these funds received in the process of Trust management, in his own name and in the interests of the Trustor within the period of validity of this agreement.

2.2. The Agreement does not constitute a public offer.

2.3. The Trustor joins the Agreement and undertakes to fulfill all the provided conditions. The conclusion of the Agreement between the Trustee and the Trustor is carried out in accordance with the procedure established by this Agreement by the full and unconditional accession of the Trustor to the Agreement (acceptance of the Agreement), which is an integral part of the Agreement, except for those conditions that are agreed upon by the Parties when entering into the agreement.

2.4. The Trustee enters into an Agreement with the Trustor, to the extent that the Trustor has provided all the necessary information and all documents in compliance with the requirements of this Agreement, taking into account the provisions of clause 2.2. of the Agreement.

2.5. The Agreement is conducted on an open basis and is disclosed on the Trustee's website on the Internet at www.factoring.ltd. The Agreement is disclosed by the Trustee in the Personal Account on the specified site at www.factoring.ltd.

2.6. Changes and / or additions to this Agreement, including the Annexes, which have entered into force, shall equally apply to all Trustors who have entered into the Agreement by acceding to this Agreement.

3. PROCEDURE FOR THE CONCLUSION OF THE AGREEMENT

3.1. In order to conclude an Agreement, the Trustor is obliged to provide the Trustee with information about himself by registering and filling out minimum data, necessarily data for about cashless payments. In some cases, as well as for consideration by the Trustor for details of the contractual relationship, the Trustee needs proof of identity by verifying the data with passport and other documents.

3.2. This Agreement shall enter into force upon the date of assignment of the investment profile to the Trustor, provided for submittal of the following necessary documents and crediting of funds to the Account of the Trustee.

3.3. The date of entry into force of the Agreement is the day when the Assets were initially credited by the Trustor to the Account of the Trustee in the minimum amount stipulated by the relevant Management Strategy.

3.4. If the Assets of the Trustor are not received by the Trustee, the Trustee reserves the right to refuse to conclude the Agreement.

4. DURATION AND TERMINATION OF THE AGREEMENT

4.1. The Agreement is valid for the duration of the investment plan provided by the Trustee's Marketing Strategy from the date of entry into force of the Agreement (hereinafter - the Agreement duration). In the event that after the entry into force of the Agreement, the original contribution has arrived in another Management Strategy, then the Agreement duration begins to be calculated from the date of the last crediting (reallocation) of the amount of the original contribution to any Management Strategy. If the Trustor selects a Management Strategy for

which the duration of the Management Strategy is provided for, the Agreement duration may be less than the Management Strategy duration minus the remuneration paid.

4.2. The Agreement is terminated in the following cases:

- repudiation of the Trustor from the Agreement in accordance with clause 4.1 on deduction of paid remuneration.
- fulfillment obligations owed to the Trustor according to the remuneration paid and the terms of the investment Strategy of this Agreement.

4.3. In the event of termination of the Agreement, the Trustee shall calculate the remuneration in the manner prescribed by the Agreement for the respective Management Strategy.

4.4. Upon termination of the Agreement (early termination of the Agreement), the Trustee transfers the Assets to the Trustor to the banking details specified in the personal data on the website www.factoring.ltd of the personal office drawn up in accordance with this agreement.

4.5. After the termination of the Agreement, the Trustee transfers to the Trustor the funds received by the Trustee in connection with the Trust Management during the validity period of the Agreement, after providing the banking details necessary for the return of the relevant funds, or refunds the last banking details known to the Trustee.

4.6. The Agreement is considered terminated no earlier than the completion of all mutual payments as well as pursuant to the complete fulfillment by the Parties of other obligations under the Agreement.

4.7. The Management Trustor is responsible for all the expenses associated with the transfer of Assets by the Trustee to the Trustor in connection with the termination of the Agreement.

4.8. The transfer of assets of the Management Trustor to the Trustor in the event of the performance of the Agreement after termination or early termination of the Agreement is carried out by transferring the assets to the banking details of the Trustor up to 14 banking days.

5. RIGHTS AND RESPONSIBILITIES OF THE TRUSTEE

5.1. The Trustee shall be obliged to:

5.1.1. Accept Assets of the Trustor into Trust Management and carry out Trust Management in accordance with all the terms of this Agreement.

5.1.2. Organize and keep records of the Assets of the Trustor separately from the Assets of the Trustee.

5.1.3. Present to the Trustor reports on the activities of the Trustee on the Asset Management of the Trustor in the manner and terms stipulated by the Agreement in the personal office as a diagram.

5.1.4. At the request of the Trustor provide him with the statutory documents specified for the performance and conclusion of this agreement.

5.2. The Trustee has a right to:

5.2.1. Perform operations and transactions with Assets.

5.2.2. Individually and of free choice take actions necessary to reduce the risk if the risk of the Trustor has become greater than the tolerable risk defined in the standard investment profile / individual investment profile.

5.2.3. Receive remuneration stipulated by the Agreement, as well as reimburse the necessary expenses incurred by him (which must be incurred by him) in connection with the implementation of Trust Management at the expense of Assets (objects of management), in the manner and subject to the conditions established by the Agreement.

5.2.4. In compliance with the requirements of the monetary laws, take it into Trust Management and carry out Trust Management of foreign currency in the event that this foreign currency is the subject of transactions.

5.2.5. Refuse to conclude the Agreement.

5.2.6. Send Messages to the Trustor, including the reports of the Trustee, by any of the methods for sending Messages.

5.2.7. Exercise other rights provided by the Agreement.

6. RIGHTS AND RESPONSIBILITIES OF THE TRUSTOR

6.1. The Trustor shall be obliged to:

6.1.1. Transfer Assets to management exclusively in cash - United States Dollar (USD).

6.1.2. The Trustor, Representative of the Trustor are required to indicate the e-mail address, payment system in the Customer profiles and the mobile phone of the Trustor, the Representative of the Trustor. In case of refusal of the Trustor to indicate the e-mail address, mobile phone and payment system in the Customer profiles, the Trustee has the right to refuse to conclude the Agreement.

6.1.3. Immediately provide the Trustee with the Customer profile with new data in case of change of the information specified in the Customer profiles of the Trustor, Representative of the Trustor.

6.1.4. The Trustor is obliged to immediately notify the Trustee of the loss of an identity identity paper, discredit of the login and password for access to the Personal Account.

6.1.5. On a periodic basis (at least 1 (one) time in 7 calendar days), log in to the Personal Account in order to familiarize yourself with the reports sent by the Trustee and other information to be posted in the Personal Account, and also visit the Trustee's Website on the Internet for the purposes of familiarization with the changes to this Agreement disclosed on the specified site.

6.1.6. Comply with the procedure and deadlines for sending the Trustee the documents provided by the Agreement, as well as the requirements for the form of such documents.

6.1.7. Comply with the requirements of the Electronic document exchange Agreement.

6.2. The Trustor has a right to:

6.2.1. Request and receive information from the Trustee.

6.2.2. Carry out a complete withdrawal of Assets from Trust Management less any interest paid by the Trustee in cases provided by the relevant Management Strategy.

6.2.3. Receive reports on the activities of the Trustee for Trust Management in accordance with this Agreement.

6.2.4. Carry out an additional input of the Assets in the manner prescribed by the Agreement, if the additional input of the Assets is provided for by the corresponding Management Strategy.

6.2.5. Cancel the Agreement before its expiration in the manner prescribed by the Agreement.



6.3. The Trustor does not have the right to:

6.3.1. Interfere with the activities of the Trustee for Asset Trust Management.

6.3.2. Refuse to use the Personal Account of the Trustee.

7. PROCEDURE FOR RECEIPT - TRANSFER OF ASSETS TO TRUST MANAGEMENT, ORDER OF DISTRIBUTION OF ASSETS BETWEEN MANAGEMENT STRATEGIES, ORDER OF WITHDRAWAL OF ASSETS FROM TRUST MANAGEMENT.

The procedure for the transfer and transfer of Assets to Trust Management.

7.1. Principally non-cash money may be transferred by the Trustor to the Trustee in Trust Management. The minimum amount of money that must be transferred to the Trustee in Trust Management is defined for each Management Strategy.

7.2. The Trustor has the right to additionally transfer non-cash money to Trust Management, if the additional transfer of funds is provided by the corresponding Management Strategy (hereinafter - the Additional Contribution). The minimum amount of the Additional Contribution to Trust Management shall not be lower than the amount determined for each Management Strategy. The Trustee reserves the right to accept funds in Trust Management in the amount less than the amount of the Original / Additional Contribution to the corresponding Management Strategy.

7.3. The Trustor transfers the Original Contribution no later than 1 (One) working day from the date of the statement of accession, if the Trustor has not taken action.

7.4. The transfer of funds by the Trustor (Original Contribution) to the Account of the Trustee, corresponding to a certain Management Strategy, is a confirmation of:

(1) acceptance of all the terms of the Agreement, as well as the choice of an appropriate Management Strategy.

(2) acceptance of the Trustor with the investment profile assigned to him.

7.5. The withdrawal of Assets (part of Assets) is carried out through non-cash money, unless otherwise provided by the relevant Management Strategy.

7.6. In case of impossibility to realize the Assets (part of the Assets), the Trustee has the right to withdraw Assets at the details provided by the Trustor.

7.7. Assets (part of Assets) are considered returned to the Trustor from the day of debiting funds from the Account of the Trustee.

7.8. The Trustee undertakes to withdraw the Assets (part of the Assets) from the Trust Management within 14 (Fourteen.) working days from the day of receipt of Asset Withdrawal Notice from the Trustor.

8. LIABILITY OF THE PARTIES

8.1. In case of non-compliance or defective performance by the either Party its obligations under the Agreement, the other Party has the right to require:

- proper performance of obligations;
- uncompensated correction of the consequences of non-compliance or defective performance of

contractual provision;

8.2. The Trustee or the Trustor will not be reliable for failure to perform or improper performance of obligations under the Agreement if this is a force majeure circumstances (force majeure) specified in Section 11 of the Agreement (Force Majeure), or due to non-performance or improper performance obligations under the Agreement by the other Party.

8.3. In case of failure to notify or untimely notification of the Trustee of changes in details and other information of the Trustor in accordance with the Agreement, the Trustee is not responsible for the improper performance of assumed obligations.

8.4. The Trustee is not responsible for the disclosure of confidential information about the Trustor as a result of posting such information in the Personal Account, which occurred as a result of the guilty actions of the Trustor.

9. FORCE MAJEURE

9.1. The Parties shall not be reliable for partial or complete failure to fulfill their obligations under the Agreement if they prove that the proper fulfillment of obligations was impossible due to force majeure circumstances, that are, extraordinary and unavoidable under these conditions, which directly affected the fulfillment of obligations under the Agreement. Such circumstances include, but are not limited to:

- natural disasters;
- catastrophes;
- mass social unrest and war.

9.2. The party for which the impossibility of fulfillment of obligations under the Agreement was created for the reasons specified in clause 9.1. of the Agreement, is obliged to notify the other Party in writing of the occurrence of the above circumstances within 10 (ten) working days. Untimely notification or non-notification of the occurrence of such circumstances deprives the Party of the right to refer to them in the future.

10. PRIVACY POLICY

10.1. None of the Parties of the Agreement has the right, except at the request of a competent authority or court, for the duration and after termination of the Agreement within 3 (three) years, to disclose to any person not authorized by one of the Parties, information related to the Agreement with the exception of information that can be obtained from publicly available sources.

10.2. The Trustee is required to maintain confidentiality of the transmitted passwords / electronic signature confirmation codes to the Trustor.

10.3. The Trustor gives his consent to the provision of his personal data to these persons by the Trustees and is notified of his right at any time to withdraw his consent to the processing of personal data.

11. REPORTS OF THE TRUSTEE

11.1. The Trustee shall submit to the Trustor a report on the activities of the Trustee (hereinafter

- Trustee's Activity Report / Report) no earlier than the day the Agreement comes into force.

11.2. Trustee's Activity Report is sent and / or posted to the Trustor in the Personal Account.

11.3. In respect of terminated trust management agreements, the Trustee shall provide the person with whom such an agreement has been terminated, upon his written request, information regarding his investment portfolio, if such information is stored.

11.4. Responsibility for failure to provide / provide false information about the e-mail address, mobile number of the Trustor lies with the Trustor.

12. INVESTMENT CONDITIONS

12.1. Date of enrollment of investment strategy: _____

12.2. Amount of investment strategy: _____

12.3. Interest rate of investment strategy: _____

12.4. Investment Strategy Term: _____

12.5. Date of first admission: _____

12.6. Invoice number: _____

12.7. Date of completion of the investment process: _____

13. REQUISITES OF THE PARTIES

The Trustee

The Trustor

Proprietary Limited Factoring
Australian Company
Number 640 223 669
Address: Level 32, 1 Market Street,
SYDNEY NSW 2000
Email: info@factoring.ltd
Phone: +61291881663

The chief executive officer
Oscar Frome _____

