



LEGAL DOCUMENTATION

# INVESTOR PAMM TERMS & CONDITIONS

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Place of agreement: Cook Islands

4xCube Ltd operating under the business name '4XC', with registered address at Parekura Place, Avarua, RAROTONGA, Cook Islands, registration number ICA12767/2018, hereinafter referred to as "Company", and the Client of 4XC, hereinafter referred to as "Client", collectively hereinafter referred to as "Parties", and individually referred to as "Party", enter into the present Investment Agreement (hereinafter referred to as "Agreement") as follows:

### 1. Terms and Interpretation

**Request** - an irrevocable order to purchase / repay a unit of account (investment unit) filed by the Client through its Personal area.

**Investment Unit (Unit of Account)** - a value defining the Client's participation interest in the investment portfolio.

**Investment Portfolio** - a totality of financial instruments the information about which is available at <http://www.4XC.com>

**Client** - a person registered in the Personal area at the website: <http://www.4XC.com/>

**Company** - 4xCube Ltd, charging investment units to the Client in the different investment portfolios.

**Personal area** - Client's area on the website of 4XC Ltd on the basis of the Client Agreement concluded between the Client and 4XC Ltd, available at: <https://4xc.com/legal/>

**Limitation of Liability** - the Company shall not be exempted of liability for the losses incurred as a result of intended abuse, deliberate violation or gross negligence of the Company while performing its obligations.

**Buyer's Risks** - the possibility of occurrence of the events that affect the change in the cost of a unit of account in the result of the change in the cost of assets in the investment portfolio.

**Website** - <http://www.4XC.com/>

**Cost of a Unit of Account (Investment Unit)** - the quantity calculated basing on the total cost of assets in the investment portfolio as of the date of money payment by the Client.

**Abnormal Market Conditions** - shall mean conditions contrary to Normal Markets Conditions e.g. when there is low liquidity in the market or rapid price movements in the market or Price Gaps.

**Client Account or Client's Investment Account or Investor Account** - shall mean the personal account

opened in the name of the Client, when the Client follows a Strategy Manager for the purpose of investing in the Strategy.

**Strategy Manager**- shall mean a person and/or a legal entity who agrees to provide a portfolio/PAMM as a Strategy Manager.

## 2. Subject Matter of the Agreement

- 2.1 The Client transfers money, and the Company proceeding from the total cost of assets in the investment portfolio calculated as of the date of money payment will charge the units of account (investment units) to the Client in proportion to the money paid.
- 2.2 The Company will charge units of account (investment units) within time frames specified on the Website.
- 2.3 The Client shall have the right to transfer additional money for charging units of account (investment units) during the period of the Agreement.

## 3. Settlements

- 3.1 Payment of the Cost for the units of account (investment unit) hereunder is made by means of transferring Company's money through the Personal area to the Client; proceeding from the sum of money transferred, fractional amount of the units of account (investment units) can be charged.
- 3.2 Upon termination of the Agreement at the Client's initiative, the Company will make settlements with the Client in accordance with the procedure described on the Website.
- 3.3 Upon transferring money and redemption of the unit of account (investment unit), the Company may charge a mark-up and/or a discount in the sum indicated on the Website.
- 3.4 The Company charges a fee for successful result in the amount and within time frames indicated on the Website.

## 4. Liability of the Parties

- 4.1 All disputes and disagreements arising from this Agreement shall be settled through negotiations. Upon failure to reach consensus, disputes shall be settled following the claim procedure.

- 4.2 The Parties shall be held liable in accordance with the laws of the Cook Islands for the failure to perform or improper performance of their obligations under this Agreement.
- 4.3 If the Client's Request cannot be satisfied, the Company undertakes to refund the Client's money within no more than five (5) calendar days after the Company receives the Request.
- 4.4 The Company is not responsible for the failures in the work of the post-office, Internet, communication networks, which occur for the reasons not depending on the Company, and which have been followed by delayed receipt or failure to receive by the Client notices of the Company in the Client's Personal Area.
- 4.5 The Client hereby fully and irrevocably accepts all risks related to protection of funds, including without limitation to abnormal Market Conditions while investing into selected portfolio. The risk of the Client subscribing to the PAMM investment is limited to the invested capital.
- 4.6 The Client hereby agrees that by joining a Strategy of prescribed portfolio/Pamm account the Client appoints the Strategy Manager of the Strategy as its true and lawful Attorney and Agent, with full power and authority to act as a Strategy Manager of the Client's investment account.
- 4.7 Upon occurrence of events (risks) specified in Art. 4.5, the liability of the Company is fully excluded.

## 5. Term of the Agreement and Termination Procedure

- 5.1 The Agreement is deemed concluded upon occurrence of each of the following events in the chronological order:
- a) acceptance of conditions of this Agreement by the Client in the Personal Area;
  - b) money transfer by the Client in accordance with item 3.1 hereof;
  - c) receipt of Client's Request by the Company.
- 5.2 Money transfer by the Company to the Client's account in the personal area, calculated as of the termination date, will be considered as proper performance of obligations hereunder.
- 5.3 The Client is not entitled to close the Personal Area until this Agreement expires.
- 5.4 The Client is entitled to terminate this Agreement unilaterally by filing a request for redemption of all units of account (investment units).
- 5.5 The Company is entitled to refund the Client the sums of money and to terminate this Agreement at any time without prior notification.

## 6. Force Majeure

6.1 The Parties shall be exempted of liability for partial or full failure to perform their obligations specified herein, in case if such failure results from the circumstance of insuperable force, which did not exist at the moment of signing this Agreement, and which have occurred against the will and desire of the Parties due to their emergency and inevitable nature. The Parties agree to recognize the following circumstances to be force majeure:

- war (both declared and not declared), military actions of any kind;
- diversion, acts of terrorism, rebels, other civil disturbances or breaches of public peace;
- strikes, dismissals (lockouts) and other labour conflicts resulting from the workers' and employees' response to the changes in the governmental administration policy;
- general national labour conflicts, strikes of the whole sector of national economy, except for internal labour conflicts of each of the Parties;
- blockade, moratorium, currency restrictions, introduction of licensing, and other actions or decisions of public or administration authorities, which entail different unfavorable consequences, including without limitation loss of liquidity or devaluation of financial instruments;
- "out of control" obstacles (except when such decisions result from different violations or personal circumstances of the Party, and/or are of private, unilateral, but not of general prohibitive, public nature within the scope of state, governmental policy or policy in the field of local governance);
- extreme weather conditions, hurricanes, cyclones, floods, fires, earthquakes, storms, soil subsidence, epidemics, other natural disasters; explosions, accidents (global and local).

6.2 Upon occurrence of the circumstances specified in item 6.1 the Party suffering from them shall inform the other Party of them in writing without delay. The notice shall contain data on the nature of circumstances, and evaluation of their impact on the possibility to discharge contractual obligations by the Parties and the term of their discharge.

6.3 Upon termination of the circumstances specified in item 6.1 the Party suffering from them shall inform the other Party of that in writing. The notice shall specify the time within which such Party is going to discharge its obligations hereunder.

6.4 Upon occurrence of the circumstances of insuperable force the time for discharge of obligations hereunder by the Parties shall be extended by the period of such circumstances and their consequences.

## 7. Miscellaneous

7.1 This Agreement is an official offer (public offer) and implies the intention of the Company to conclude an investment agreement with any individual who accepts all conditions hereof by transferring money to the Company's accounts through the Personal area, except when the services cannot be provided for technical, legal or other reasons.

- 7.2 The Parties recognize the systems of communication, information processing and storage used by them hereunder to be sufficient enough to ensure safe and effective operation during acceptance, transfer, processing and storage of information, and the system of information protection ensuring access control, coding, formation and verification of key information to be sufficient enough to protect from unauthorized access, to verify the authorship and authenticity of the information contained in the received electronic documents, and to settle conflict situations.
- 7.3 Should the Client's essential elements be changed, the Client shall file an application in his Personal Area and notify the Company on such changes within three (3) calendar days. Upon failure to notify or delayed notification of the Company by the Client, the Company will not be responsible for the failure to perform its obligations.
- 7.4 The Company may refuse the Client in charging units of account (investment units) if their charging has been suspended.
- 7.5 All Appendices hereto shall constitute an integral part of this Agreement.
- 7.6 This Agreement shall be governed by the laws of the Cook Islands.
- 7.7 The Client hereby gives an instruction for acceptance-free write-off of the fees from his account, as provided for by this Agreement and conditions of charging and redemption of the units of account (investment units) specified on the Website.
- 7.8 The Client unconditionally agrees that the courts of the Cook Islands have the right of exclusive jurisdiction, which defines any procedural actions with regard to this Agreement; obeys to the jurisdiction of the courts of the Cook Islands; refuses from any appeal in respect of judicial proceedings in any of such courts; agrees to never file the claim regarding this place of judicial proceedings to be non-convenient or to have no legal force for the Client.
- 7.9 The Client conclusively and to a maximum possible extent allowed by laws of the Cook Islands waives both in respect of himself and in respect of his profit and assets (irrespective of their actual or supposed use) the immunity (based on the sovereignty or any other similar grounds) against:
- a) bring to justice;
  - b) court jurisdiction;
  - c) court order, including the order to perform the obligation in kind or to return the property;
  - d) seizure of assets (before or after the court decision); and
  - e) fulfillment or enforcement of any court decision made against the Client or his profit, or his assets in the court of any jurisdiction. The Client agrees conclusively and to a maximum possible extent allowed by laws of the Cook Islands that he will not demand such immunity in case of any claims.

The Client agrees to satisfy court demands and orders, including without limitation those ones concerning any of the Client's.