

## Public offer for rendering services

Moscow

8 April 2019

LD Asset Management hereinafter the “Contractor” in the person of Director Latypov Damir, expresses its intention to conclude a Contract for the provision of services on a condition specified in this Offer with any person and hereinafter referred to as the “Customer”, who accepted the terms of this Offer:

### Terms and Definitions.

**Investments** shall mean cryptocurrency, transferred in trust of the Contractor by concluding a mandate agreement the subject of which shall be the cryptocurrency management to meet the material and other needs of Customers and (or) achieve other advantageous effect.

**Account** shall mean an accounting entry created on a site of the cryptocurrency exchange, which contains a set of personal data of a user, including access login and password allowing user identification.

**API-key** shall mean a security code that identifies your account on the cryptocurrency exchange platform to manage the Account.

**Customer** shall mean an entity who has transferred investments under in trust of the Contractor under the present Agreement.

**Investment activity** shall mean investment of investments and implementation of practical actions to meet the material and other needs of Customers and (or) achieve other advantageous effect.

**Cryptocurrency** shall mean a digital decentralized asset that uses cryptography to guarantee that the transaction database blockchain remains unchanged.

**The Cryptocurrency exchange** (here in after - Exchange) shall mean an electronic trading platform for exchanging various cryptocurrencies.

### 1. Subject of the Offer

1.1. Within framework of current Offer the Customer shall instruct the Contractor on behalf of and at the expense of the Customer to perform operations with the Customer’s cryptocurrency at the cryptocurrency exchange for the purpose of indirect participation in trading, short- and long-term investment in the cryptocurrency, as well as receiving a part of the profit from the part of income received by the Contractor in the course of management of the Customer account.

## **2. Rights and obligations of the parties.**

2.1. The Contractor shall be obliged to dispose of the account and the Customer's cryptocurrencies stored therein in good faith, in order to guarantee maximum profitability from the transactions being performed.

2.2. Rights and obligations for transactions made by the Contractor in accordance with the present Offer, shall arise immediately for the Customer.

2.3. The delegation of power to perform operations on behalf of the Customer to the Contractor shall be carried out transfer, via electronic communication means, of API-keys, that are a prerequisite for the Contractor to perform its duties under the present Offer.

2.4. The Contractor shall notify the Customer of the receipt of the API-keys within 24 hours from the moment of the receipt thereof.

2.5. The Customer shall have permanent access to the cryptocurrency exchange account and be able to monitor the status thereof online, without interfering in the activities of the Contractor.

2.6. The Contractor shall be entitled to independently determine the direction and nature of the transactions performed with the cryptocurrencies at the Customer's account.

2.7. The Customer shall be obliged to transfer the remuneration to the Contractor in payment of its services.

2.8. The Customer shall not be entitled to grant access to the account to the third parties.

2.9. Taking into account the nature of the commission and the situation in which the Contractor is operating, the power of attorney to perform the specified actions shall not be required.

2.10. The Contractor shall ensure that the Customer's investments transferred to the Contractor in trust do not decrease by more than 30% of the transferred amount.

2.11. The acceptance of this Offer shall not imply a daily oral or written supplementary report of the Contractor to the Customer on the situation in the cryptocurrency market, as well as analytical consultations.

## **3. Settlements of the parties.**

3.1. The remuneration for the rendering of management services for the first month of investment activity is 35% of the income received by the Contractor in the course of managing the Customer's account. The amount payable is calculated by the Contractor on the 1st day of each month following to the reporting period. An invoice for services performed is sent to the Customer. The remuneration for the rendering of management services for the second and subsequent 13 months of investment activity is reduced by 1 percentage point from the previous

month and by the end of 16 months it will be 20% of the income received by the Contractor in the course of managing the Customer's account.

3.2. Customer shall transfer remuneration for the account management to the Contractor not later than the Third day following the billing month.

3.3. Settlements under the contract shall be performed in a cryptocurrency (Bitcoin or Ethereum) or C2C tokens.

3.4. The duty of the Customer to pay the remuneration to the Contractor shall be deemed fulfilled when the funds are credited to the Contractor's account.

3.5. The settlement month shall be equal to the calendar month and counted from the 1st to the last day of each month.

3.6. Taxation of the parties to the Agreement shall be governed by the applicable substantive law, each of the parties shall be obliged to independently register accounts and pay mandatory fees and charges in accordance with the requirements of the law.

#### **4. Responsibilities of the parties. Representations and warranties.**

4.1. The risks of financial losses due to operations in the cryptocurrency market can be significant regardless of who performs the trading operations - the Customer itself or the Contractor authorized by it. The Customer, taking a decision on the delegation of power to perform operations to the Contractor and transferring API-keys and access to the account necessary for the execution of the Agreement, shall assume all possible risks associated with the investment decisions of the Contractor selected by it, including the risks of possible financial losses). The Customer, by accept the present Offer, shall be aware and shall agree with the potential risks associated with the implementation of the present Agreement (Appendix No. 1 to the present Offer), aware that the nature of the performance of the Agreement is of a high-risk nature, and the work of exchanges is to a large part a speculative exchange game. The Customer shall confirm that it is fully responsible for possible financial losses (damages) related to the implementation of the present Agreement.

4.2. The Customer shall confirm that he or she is an adult, fully legal and capable person who voluntarily and knowingly concludes the present Agreement.

4.3. The Customer shall guarantee the legitimacy of the origin of the cryptocurrency, and also that he or she is in no way related to money laundering and/or terrorist financing (extremist activity), and that there are no other circumstances impeding the legality and validity of the present Agreement.

4.4. The Customer shall guarantee that it is the ultimate beneficiary under the present Agreement.

4.5. The parties shall guarantee that at the date of signing the present agreement they have no signs of insolvency, bankruptcy, are not presented with any suits and claims that prevent the conclusion of the present agreement and (or) violate the rights of the third parties.

4.6. Extrajudicial dispute settlement shall be mandatory. The period for answering a claim shall be 5 (five) business days.

4.7. Responsibility of the Parties under the present Agreement shall be determined in accordance with the current legislation of the Russian Federation.

## **5. Confidentiality.**

5.1. The Parties undertake not to transfer any documents or information directly or indirectly related to the present Agreement to any third parties other than the Contractor's employees responsible for performing operations in the Exchange, as well as to report information on joint activities under the present Agreement.

5.2. The prohibition of information disclosure shall be preserved after the performance or termination of the present Agreement and can only be canceled only by agreement of the Parties.

## **6. Validity of the Offer**

6.1. All notifications, notices and agreements concluded within the framework of the present Agreement and/or related to performance thereof shall be implemented and deemed appropriate if made through the exchange of messages via electronic means of communication:

- Customer, indicated at registration
- Contractor, indicated on the site [www.cointoco.in](http://www.cointoco.in)

The date of receipt of the relevant electronic message shall be the date it was sent by the other Party. The responsibility for receiving messages and notices in the above said way shall lie with the receiving Party, unless failure to receive the message is caused by the failure of communication systems beyond control of such a Party, the action (omission to act) of Internet providers or force majeure circumstances.

6.2. The contract is concluded for a period up to the 1st day of each month following the date of transfer of the API (API key), and comes into force from the moment of acceptance of the Offer in accordance with clause 2.3. of the present Offer.

6.3. Early termination of the present Agreement shall be possible upon the consent of the Parties or unilaterally with the obligatory notice of the other party not less than 5 (five) calendar days prior to the expected date of the Agreement termination. At the time of the termination of the Agreement, the mutual obligations of the Parties must be fulfilled in full.

6.4. The Agreement shall be automatically prolonged for the same term and under the same conditions, if neither party declares its termination 7 days prior to the expiry of the term.

6.5. For the purposes of the present Agreement, the Customer shall provide the Contractor with the consent for the provision, dissemination, processing of any personal data (including the last name, first name, patronymic, data of the identity document, address, any

other information directly or indirectly related to representatives thereof under the Agreement, belonging to the other party) in full for the purposes related to performance of the present Agreement for the entire validity period thereof.

6.6. The Parties undertake to immediately notify each other of changes in addresses and details of the purses, change of the executive body, other information relevant to the performance of the present Agreement. Failure to fulfil the present clause paragraph by a Party shall deprive it of the right to invoke the failure of the other Party to fulfill its related obligations in an appropriate manner.

## **Appendix No.1**

### **to the public Offer for rendering services**

#### **NOTICE OF RISK**

The Customer hereby declares that he/she is fully aware of the fact that any investment in cryptocurrencies and trading on the exchange are of highly risky nature and can lead to a complete loss of the investments. Herewith, the results of the Contractor's activities shall not determine the Customer's income in the future and shall not guarantee to the Customer the increment or preservation of the value of the cryptocurrency transferred to the Contractor under the Agreement.

The Contractor notifies that the carrying out of operations in the market of cryptocurrency is accompanied by:

1.1. Market risks, i. e. risks of changes in prices, rates and other market parameters beyond the control of the Contractor, possible unanticipated price changes that could lead to a decrease in the cost of the Customer's cryptocurrency and direct losses even without performing transactions in the cryptocurrency market. Price changes can occur for reasons not depending on the Contractor and cannot be predicted by the Contractor with sufficient accuracy, for example, DDoS attacks;

1.2. Risks associated with partial or complete loss of liquidity of the cryptocurrency are the reduction of the cryptocurrency appeal for market participants, which can lead to the inability to make a tradewith a given cryptocurrency type;

1.3. Risks associated with an adverse change in the cryptocurrency growth rate;

1.4. Risks of non-performance, untimely performance of obligations by infrastructure organizations (exchanges, crypto-exchangers, purse holders);

1.5. Systemic risks (technical risks) consist in the influence of technical market infrastructure factors, namely, software failures, equipment failures, communication problems, an Internet access provider, unauthorized third party access, cryptocurrency stealing, forgery of accounts and misrepresentation of information in Internet resources, etc. The Customer acknowledges that electronic and computer devices and systems used by the Contractor are vulnerable to malfunctions, delays or service interruption. Such devices and systems through which reception and transfer of applications for the performance of operations with cryptocurrency are carried out may be inaccessible to the Contractor due to foreseen and unforeseen events;

1.6. Risks associated with political and economic tremors, as well as other force majeure circumstances, including, without limitation, political regime change, wars, terrorist acts, strikes, natural disasters, resolutions of government bodies;

1.7. Insurance risk shall include the possibility of financial losses (damages) due to:

- restrictions on the cryptocurrency transfer abroad and/or the convertibility of the national currency;

- the cryptocurrency exchange rate slump;

- destabilization of the market as a result of economic, political, as well as other unpredictable events in a particular state or in the world;

1.8. Risk of government structures influence consists in the action or omission to act of government bodies and regulating authorities affecting the crypto currencies market. The active legislation (for example, the absence of a clear mechanism of taxation, frequent changes in legislation) does not always allow to resolve the problems the Contractor faces in the implementation of the present Agreement;

1.9. Operational risk:

- delay in delivery or failure to deliver crypto currency by the third parties;

- failure of the company's accounting or computer systems, trading systems, depositories;

- incorrect posting of a trade operation;

- any restriction of crypto currency circulation by the bodies authorized under legislation of a respective state;

- suspension or restriction of trading in exchanges;

- restriction of the Internet resources operation (including the prohibition on the distribution of sites related to the work of the Contractor and/or exchanges), closing of the exchange or blockage of the Contractor's operation;

1.10. Natural risk, the risk not depending on human activities (natural calamity risks: earth-quake, flood, hurricane, typhoon, lightning strike, etc.);

1.11. Technology-related risk, the risk generated by human economic activity (emergencies, fires, etc.).