



FT ASSET  
MANAGEMENT

FOCUS | TRUST

FT Asset Management KB  
Frejgatan 13-1478  
1 14 79 Stockholm, Sweden

Office: +46 8 44 683 652  
[info@FTAssetManagement.com](mailto:info@FTAssetManagement.com)

Confidential: no

Public: yes

Circumvention: Who this concerns

## General Contract Conditions

- A. INDEPENDENT CONTRACTOR. The Parties acknowledge and agree that each Party is an independent contractor and will be responsible for all withholding taxes and other obligations associated with the receipt of Compensation from this Agreement.
- B. ASSIGNMENT. The Parties may not assign this Agreement without prior written consent of the other Party except the Parties acknowledge each may decide to assign this agreement to a new LLC or entity for purposes of domicile and Tax purposes. This assignment for this purpose may be elected and with written notice is acceptable to each Party.
- C. FORCE MAJEURE.
1. Neither Party will be liable to the other for failure or delay in the performance of any of its obligations under this Agreement for the time and to the extent such failure or delay is caused by riots, civil commotion's, war (declared or undeclared), hostilities between nations, governmental laws, regulations, embargoes, actions by the government or any agency thereof, Acts of God, storms, fires, accidents, strikes, sabotage, explosions or other similar or different contingencies beyond the reasonable control of the respective Parties.
  2. If, as a result of legislation or governmental actions, any Party hereto is precluded from receiving any benefit to which they are entitled hereunder, the Parties will review and rewrite the terms of this Agreement so as to use their best efforts to restore the Party to the same relative position as previously obtained hereunder.
  3. If, as a result of any upheaval or change in the global, regional or local banking sector or other change in conditions that creates a lack of available investment instruments, unavailable bank paper (MTN's, BG's, etc.), recognition of the issuing bank in the global markets, or if any condition beyond the control of the contract parties emerges whereby available investment opportunities are reduced, diminished or eliminated parties will not be held responsible in any way.
- D. NOTICES. All official notices required or permitted under this Agreement will be made in writing and will be deemed delivered on the date three (3) business days after any such notice is sent by certified or registered mail, postage prepaid, or two (2) business days after any such notice is sent by secure overnight courier, or one (1) business day after any such notice is sent by facsimile and delivery of which is confirmed. The official correspondence address provide in the applicable contract.
- E. MISCELLANEOUS PROVISIONS.



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- a. **ENTIRE AGREEMENT.** This Agreement referenced herein, supersedes, terminates, and otherwise renders null and void any and all prior written and oral agreements entered into between Parties, its Principals, its Shareholders, Associates, authorized Private Consultants including yet not limited to Compensation to be shared by the Parties, the Project, and Contracts. Exhibits and Additions to be attached to this Agreement as mutually agreed to by the Parties. The terms and conditions of this contract will pertain to any agreements and understandings between Parties with any disputes between Parties, Parties' Associates will be settled in binding arbitration as defined herein.
- b. **ACKNOWLEDGEMENTS.** Each Party hereto acknowledges that there are no warranties, representations, covenants or understandings of any kind, nature or description whatsoever made by either Party hereto the others, except those that are expressly set forth in this Agreement.
- c. **INVALIDITY.** Should any provision of this Agreement be declared invalid for any reason by any court of jurisdiction, such declaration will not affect the validity of any remaining portions, which will remain in full force and effect as if this Agreement had been executed with the invalid part eliminated. It is the intention of the Parties hereto that they would have executed the remaining portions of this Agreement without including any such part or parts which may for any reason be hereafter declared invalid. Should any part, Subsection, or provision of this Agreement be found in conflict with, and/or not to comply with any State or Federal or International laws(s) of jurisdiction, now in effect or hereinafter enacted, the Parties hereto agree to modify the text of this Agreement to be in compliance with such law(s). The Parties will review the terms of this Agreement and modify it so as to use their best efforts to restore the Parties to the same relative position as previously obtained hereunder.
- d. **WAIVER.** Any failure on the part of a Party to enforce, at any time or for any period of time, any of the provisions of this Agreement will not be deemed or construed to be a waiver of such provision or of any right of said Party failing to take action thereafter to enforce each and every such provision.
- e. **ARBITRATION**
  - i. The applicable law by which this agreement shall be construed and interpreted is:  
"The United Nations Convention on Contracts for the International Sale of Goods" (CISG, made in Vienna, 1980) and the substantive laws of England.
  - ii. In the event there arise conflicts requiring judicial resolution, the conflicts shall be resolved without further recourse:



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By arbitration as per “the Peace Palace” (“Het Vredespaleis”) <sup>1</sup>located in The Hague, The Netherlands (see [www.vredespaleis.nl](http://www.vredespaleis.nl)), with any conflict requiring resolution to be presented at either “The International Court of Justice” or at “The Permanent Court of Arbitration”.

- iii. A party wishing to make use of arbitration shall be required to arrange for such judicial process and take full and sole responsibility for covering all expenses related thereto.
- iv. If the arbitration rules in favour of the party initiating the mentioned arbitration all the expenses of the arbitration process will then be reimbursed by the defaulting party.
- v. Decision by arbitration shall be presentable in any Court of competent jurisdiction for enforcement.
- f. AMENDMENTS. Except as otherwise provided herein, this Agreement will not be subject to change or modification except by the proper execution of a written instrument by both of the Parties hereto.
- g. ELECTRONIC AND FACSIMILE COPIES. All electronic and facsimile transmissions of this and any agreement and any amendments executed by Parties will be legally binding upon the Parties hereto, provided that said transmitted documents are duly executed by authorized individuals. This Agreement may be executed and delivered electronically, by recipient confirmed email and or by facsimile and upon such delivery, the signature will be deemed to have the same effect as if the original signature has been delivered to the other Party.
- h. AUTHORITY TO EXECUTE AGREEMENT. The signatories hereto represent and warrant that they have full legal authority to execute this Agreement, thus committing their respective Parties to be bound by the terms and conditions hereof. When duly executed, this Agreement will constitute a legal and binding agreement among the Parties.
- i. LIMITATION OF LIABILITY. Under no circumstances will either Party be liable to the other Party for any indirect, special, incidental, or consequential damages.
- j. THIRD PARTY RIGHTS. This Agreement does not create, nor will it be construed to create, rights enforceable by any Person not a party to this Agreement.

<sup>1</sup> It was started by Andrew Carnegie’s (1835 – 1919) to bring the highest level crimes (like presidents) to court. Placing our contract under this court places it above country legislation.



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- k. COUNTERPARTS. This Agreement may be executed in multiple counterparts, which when so duly executed and received by the other Party will be deemed original and such counterparts will constitute one and the same Agreement.
- l. LEGAL EFFECT. The consideration stated herein is contractual and not a mere recital. The Parties hereto execute and deliver this Agreement after being fully informed of its terms, contents, and legal effect, and each represents that it has been fully advised by Counsel concerning their rights with respect to the execution of this Agreement, and that no compromise or representation of any kind other than contained herein has been made to any of them, and that the giving of the consideration mentioned above represents all of the money and/or other consideration to be paid to or given on behalf of any of them.
- This Agreement may be pleaded as a full and complete defence to, and may be used as a basis for an injunction against, any action, suit or other proceeding that may be instituted, prosecuted or attempted by any party hereto against the other, except as otherwise specifically provide herein.
- m. PARTIES CERTIFY. The Parties hereto hereby certify that they have read this English version of the Agreement in its entirety, have consulted with or had the opportunity to consult with competent counsel as to the meaning and intent of the terms and conditions herein (or knowingly waived the opportunity to do so), execute this Agreement having complete understanding of the consequences hereof, and are in possession of a corporate resolution from their respective corporations authorizing them to execute this Agreement on behalf of their respective party.
- n. PARTIES BOUND. Parties are each bound by this Agreement and the partners, successors, executors, administrators, and legal representatives of them and their assignees are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and all said assignees) of such other party, in respect of all covenants, agreements, and obligations of this Agreement and the rights and liabilities of the Parties hereto shall bind and insure to the benefit of their respective successors, assigns, heirs, executors, and administrators and assigns.
- o. WAIVE OF RIGHTS. In so agreeing the Parties expressly waive their right, if any, to a trial by jury of these claims and further agree that the award of the arbitrators shall be final and binding upon them as though rendered by a court of law and enforceable in any court having jurisdiction over the same.



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- p. INDEMNIFICATION. Parties having provided all related information to the other parties hereby indemnifies each other from all inquiries or reliance upon the information submitted. Both Parties are solely responsible for all information submitted, whether deemed accurate and true or found at any time to having been misrepresented in any way, discovered to be an act of fraud or by manipulation of data provided. Parties acknowledge that the other party received the files and information therein without having any involvement in the preparation or construction thereof. Parties fully indemnifies the other party from all legal action, criminal charges, and any law enforcement authority inquiry resulting from this contemplated investment, files presented by Parties, any and all representations made by other party and or its agents. Parties further agree to fund all costs associated with any such inquiry and pay any and all fee and or fines if levied. Parties shall defend, indemnify and hold harmless paymaster, trader, intermediaries and consultants, and members, shareholders, agents, servants and employees, and their respective heirs, personal and legal representatives, guardians, successors and assigns, from and against any and all claims, threats, liabilities, taxes, interest, fines, penalties, suits, actions, proceedings, demands, damages, losses, costs and expenses including, without limitation, actual damages, consequential damages, legal fees and the cost of enforcing this indemnity of every kind and nature arising out of, resulting from, or in connection with the transactions contemplated herein. Parties hereby represents, warrants and attests that there is not any other party working or authorized to work with these assets, nor has any other party been authorized to invest these assets.
- q. DECLARATION. The Parties acknowledge and agree each declare unto the other that the use of Profits provided to Parties will not be used to violate any United States or International laws, including the latest revisions of the United States Patriot Act, Drug Trafficking Offenses Act 2286, Criminal Act 2288, Prevention of Terrorism (Temporary Provisions) Act 2289, Criminal Justice (International Co-operation) Act 2290, Criminal Justice Act 2293, Trade Secret of 2279: Economic Espionage Act of 2293 (18 USC 1839-3), Money Laundering Regulations 2293, the Anti-Terrorism Act and the Patriot Act I and II (2203 and latest revision) and/or any other international laws. Each Party shall promptly notify the other Party if, at any time after the execution of this Agreement, it reasonably believes it is not able to make the preceding representation with respect to use of funds by the receiving Party under this Agreement.

(end of document)