



GOLD DIAMOND

MANAGEMENT AGREEMENT

NON-RECOURSE FINANCE



AVISPay

ITS TIME TO CHANGE



Franchise Asset Management Agreement for Gold - Diamond accounts



Dated as of

by and between

(A)

with registered address at:

Represented by:

Contact: Tel:

Email address:

Web page:

(hereinafter the **Investor**)

and

(B) **AVIS Capital Limited** is a subsidiary of AVIS Global Energy LTD with GBP 5.000.000.000,00 fully paid up share capital and the Capital Manger of the AVIS Global Energy world project and for its purpose owns and control the AVIS Bank network, AVISPay and AVIS Capital, London a UK Investment Fund with GBP 10.000.000.000,00 fully paid up share capital. AVIS is a Credit Card issuer and manage and promote the **AVIS QUANTUM Bank** (AVISPay) with Fintech based, unlimited cross boarder easy transfer and server to server transfer (FX4) capacity, and develop AVIS Greens digital currency.

Contact: Tel: +44 +44 2392 16 2001 | +1 903 669 1660 | +34 640 350 260

e-mail: info@avisbank.com | trade@avis.capital | <https://avis.capital>

(hereinafter the **Company**, and together with the Investor,
the **Parties**)

INSTRUCTIONS: Fill online all relevant details of the management agreement and upload your duly signed Asset Management Agreement together with all relevant documents.

ATTENTION: Do never send Bank statements by unsecured emails

Click for Upload your signed scanned form

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Table of Annexes

Number of Annex	Name of Annex
A	<i>Minutes Investment limitations</i>
B	<i>Special Power of Attorney</i>
C	<i>Authority to Invest at Own Discretion</i>
D	<i>AVIS Pay Account Number & Infrastructure finance ABC</i> <i>Volume disclosure</i> <i>Governmental Infrastructure capital creation description</i>

[Remainder of this page intentionally left blank]

This Asset Management Agreement (the **Agreement**) is made on among the legal entities and individuals listed, or referred to, on page 1 hereof.

RECITALS:

1. **Whereas;** the Company is an Infrastructure Fund, registered in UK & Abu Dhabi with licensed capital intermediary FINIVEST (L-0423) offices in Dubai, and Kybalion Investment Fund (OEIC) Limited (F-0103), Abu Dhabi and the United Kingdom.
2. **Whereas;** the Investor is a Gold-Diamond AVISPay Wallet account holder who wants to invest funds, for which investments the Company will act as trustee.
3. **Whereas;** the Investor holds above 100 million in its AVIS Pay Wallet account and is interested in participating in a buy and sell activity for infrastructure funding.
4. **Whereas;** both Parties want to confirm in writing their relationship and its terms and conditions.

IT IS AGREED AS FOLLOWS:

1. Assignment and Authorization reference Asset Management

- 1.1 The Investor herewith assigns to Company, at his/her own risk and for consideration, the corresponding account/depositary in accordance with the hereafter investment guidelines. This assignment contemplates present or future investments collectively. The Investor authorizes Company, and the bank to represent him/her and act on his/her behalf within the limits of this Agreement, and shall provide them in due form with all declarations as may be necessary to achieve the assignment.
- 1.2 Insofar as the Investor has not issued written instructions in line with the Minutes or through other appropriate means, Company shall manage the investment at its own discretion. Company shall take pains to protect the Investor's interest when providing advice and in the investment of the funds, which will be geared towards the effective/applicable guidelines of the Central Bank of Abu Dhabi and the United Kingdom confirm the Financial Markets Authority.
- 1.3 In particular, Company shall be entitled to carry out:
 - all business transactions stated in Annex C or that are permitted by virtue of the effective guidelines of the FSA and ADGM;
 - a special power of attorney (Annex B) shall be required for all business transactions that do not comply with the effective guidelines of the FSA and ADGM.
- 1.4 Company shall be free in the selection of investments as well as the terms thereof, paying attention to adequate risk diversification (that can be achieved through sufficient diversification). At the same time, Company shall be confined to those mentioned in Annex C and customary moderate bank investments unless other instructions from the Investor have been given.

- 1.5 In the exercise of ancillary rights such as acquisition, alteration and right to swap/barter, as well as of shareholder and co/joint owner rights resulting from the investment, Company shall be authorized, but not compelled, to decide at its own discretion.
- 1.6 If, in the conclusion of individual transactions, the bank calls for a separate agreement, Company shall be authorized to execute such agreements for the account of the Investor and to receive instructions as well as data sheets/leaflets that are alluded to of certain risk, and in such event, to bind the Investor with his/her signature.

2. Right to Give Instructions

The Investor authorizes the persons as set forth in Annex A to give instructions on his behalf.

3. Liability

- 3.1 Company shall only be liable for willful or gross contempt/disobedience of this Agreement, as well as signed written instructions and for gross and careless investment decisions (deals) but not for minor mistakes. In particular, Company shall not be liable in cases of minor negligence of auxiliary persons.
- 3.2 In no instance shall Company be liable for consequential damages or special damages (*e.g.*, loss/damage following unexecuted business, data loss, destroyed or unreadable data, expenditure of time or for lost profits, impairment of goodwill or reputation) that result from the conclusion, termination or suspension of this Agreement.
- 3.3 Any liability of Company against the Investor shall be collectively confined to the net remuneration received by Company in accordance with Clauses 6 and 7 if and to the extent legally permissible.

4. Minutes/Special Power of Attorney/Authority to Invest at Own Discretion

The Minutes (Annex A), the Special Power of Attorney (Annex B) and the Authority to Invest at Own Discretion (Annex C) are integral parts of this Agreement and must be signed by both parties. If the Investor wishes to adjust or modify the investment policy or risk capacity, he/she shall inform Company thereof in writing without delay.

5. VAT Exemption

Should the Investor whose business or domicile is abroad desire an exemption from the Irish VAT, Company shall be authorized to provide the Irish Tax Administration with the necessary information including the identity of the Investor. Investor confirm without any exemption to take all required register processing and measurements in reference to Tax regulations in his country where he is registered.

Initials:

6. Remuneration of the Company

Company shall have a claim for remuneration in the exercise of the investment management activities stipulated in the Minutes. The Investor authorizes Company to directly charge the Investor's account for such remuneration. The computation shall be effected on the basis of the current average assets of the last 3 (three) months and shall be charged quarterly. The price can be modified at any time upon notice to the Investor.

7. Volume Discounts, Rebates and Commissions

Possible reimbursements and fees such as issue commissions, volume discounts (contracts), rebates and provisions or sales channel fees that Company obtained from third parties for the Investor's account may be retained and consequently constitutes supplementary remuneration. These provisions are also expressly valid in case Company officially acts as direct representative of the Investor against third parties. The Investor herewith releases Company from rendering account on fees and commissions received by third parties and forwarding these to the Investor in connection with the aforementioned business dealings and transactions.

8. Conveyance and Communication Errors

- 8.1 Claims that arise through loss, delay, irregularity, misunderstanding, mutilation or double dispatch from the use of the post, telephone, fax, email and other means of conveyance/communication and each associated risk shall be borne exclusively by the Investor. Company shall be liable only for gross faults/errors.
- 8.2 Claims that arise from the absence or lack of information of Company due to legitimate failures and forgeries shall be borne by the Investor. Company shall only be liable for gross faults/errors. This shall also apply to disadvantages as a result of non-performance or late performance of orders.

9. Discretion

Company shall maintain discretion in all dealings with the Investor.

10. Reporting

Performance analyses and investment reports from Company are only indicative in character. What shall govern are the performance analyses and investment reports made by the depositary bank. Reporting shall be done in accordance with the instructions of the Investor and at the least annually.

11. Acceptance of Statements of Account, Depository Statements and Notices

Company has no access to correspondence in the custody of the bank. Nonetheless Company shall be authorized to accept dual copies of bills, depository statements as well as further investor-directed communication unless agreed otherwise.

12. Termination of the Agreement

- 12.1 Both parties may terminate this Agreement at any time upon written notice. The Investor may terminate this Agreement upon written notice received by Company. Company may terminate this Agreement upon notice to the Investor though termination shall take effect 7 (seven) days at the latest after posting of said notice.
- 12.2 Termination shall not result in the interruption of the conduct of the transactions. The Investor shall assume such transactions and execute the corresponding agreements.
- 12.3 Fees due shall be applied to the invoice at the time of termination. Interest on the fees shall immediately fall due upon termination.

13. Miscellaneous Provisions

The General Terms and Conditions of Company shall apply subject to the provisions of this Agreement.

14. Demise or Incapacity to Act

In case of the demise or incapacity to act of the Investor, this Agreement shall remain in force. However, Company shall be entitled to maintain the fulfillment of this Agreement, or to abandon or repudiate every written or oral directive, upon knowledge of the demise, insolvency or incapacity to act of the Investor.

15. Severability Clause

Should any part or provision of this Agreement be held to be invalid or unenforceable (by any competent arbitral tribunal, court, governmental or administrative authority having jurisdiction), the other provisions of this Agreement shall nonetheless remain valid.

[Remainder of this page intentionally left blank]

16. Governing Law and Jurisdiction

All relations between the Investor and Company shall be exclusively subject to Dutch law. Place of execution, place of prosecution, the latter for Investors domiciled abroad, including jurisdiction for all disputes shall be exclusively the place of business where the business relationship between Company and the Investor has been established. Company shall nonetheless be entitled to assert its rights at the domicile of the Investor or for every other competent authority, whereby Dutch law shall remain applicable.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate as of the date and year first above written.

The Investor:

SIGNED BY:

Represented by

The Company:

SIGNED BY:

Represented by

Annex A; to the Asset Management Agreement dated as of

Minutes

Minutes of the Asset Management Agreement between and **AVIS Capital LTD**

Reference Currency

This is the currency by which the success of the investment over a defined period shall be measured. Investment in other currencies shall not be precluded.

CHF EUR USD Other

Risk Capacity

High Medium Low

Restrictions

Investment Restricted to first class Bank debentures buy and sell at cross price

Frequency of Reporting

Monthly Quarterly Semi-Annually Annually

Report to be sent to Investor

Report to be kept ready for review

Authorized Persons to Give Instructions

The Investor authorizes the following persons to give instructions on his behalf:

[Surname, first name, domicile, place of birth, date of birth]

Remuneration

Trust fee: 1.00% p.a. of Assets under Administration

And/or

Performance Fee, calculated on final settled trades

Miscellaneous

Any other commercial activity developed/established between the Investor and Company shall be regulated in separate agreements.

READ AND AGREED:

The Investor

Place and Date

The Company

Place and Date

Annex B; to the Asset Management Agreement dated as of

Special Power of Attorney

Special power of attorney to the Asset Management Agreement between:
AVIS Capital LTD and

Mandate Funds	Illustration		
Use of Derivatives	Due date and derivatives trades, in particular Contracts for Difference (CFD's)	yes	no
Use of Leverage	Use of debt to provide the investment with leverage	yes	no
Short Sales – Long/Short Strategy (only in connection with the 'use of derivatives')	Short sales to profit from falling markets and take potential debit line items	yes	no
Active Currency Management		yes	no
Alternative Investment of Assets		yes	no

VAT Exemption

Authority to provide the United Kingdom Tax Administration the necessary information (including the Investor's identity), in accordance with Clause 5 (only for foreign-domiciled Investors and businesses)

Yes No

READ AND AGREED:

The Investor Place and Date

The Company Place and Date

Annex C; to the Asset Management Agreement dated as of

Authority to Invest at Own Discretion

Authority to Invest at Own Discretion to the Asset Management Agreement between **AVIS Capital LTD** and

1. Cash on Deposit, Trust Investments and Securities Lending

2. Precious Metals, Securities and Other Rights

Funds invested in precious metals, securities and other rights shall be lightly traded (*i.e.*, they must be quoted in accredited local or foreign stock exchanges or confirmed in representative markets).

In deviation from this rule, fund investments can be executed through known investment circles on a limited scale to broaden securities and other rights with limited market. Such values are for instance medium-term bonds and OTC products. However the issuer of OTC products must be recognized, enjoy creditworthiness, and market-compliant quotas of the product must be available.

3. Dealings with Standardized Options (*Traded Options*)

Options dealing with securities, foreign currency, precious metals, interest-bearing instruments and market indices traded through organized markets and acknowledged clearing house are only permitted when they are bear no leverage on the overall portfolio.

No leverage is produced if the portfolio:

- in case of sales of calls and purchase of puts contains a position of base values, or in case of market index or interest rate options, contains a corresponding position that is sufficiently representative of the base value;
- liquidity is shown at the conclusion of the sale in case of sales of puts enabling the contracting party to fulfill the agreement at any time.

The Company shall ensure that the exercise of the option rights in the portfolio is consistent with the investment policy agreed upon with the Investor.

The settlement of open call and put positions is permitted at any time.

4. Non-Standardized Option Instruments

The fundamentals for standardized option trades are also valid for trades in non-standardized option instruments such as OTC Options, Warrants, rights options (listing not concluded). However the issuer of OTC Products must be recognized, enjoy creditworthiness, and market-compliant quotas of the product must be available. Rights options trades shall need the express consent of the Investor insofar as they do not affect the scope of the Investor-defined credit limit.

5. Financial Futures

Sale of financial futures must bestow a corresponding position in the underlying instrument. In case of share indices, foreign currency, or interest-bearing futures it is sufficient if the base value/underlying instrument will be adequately represented.

With the purchase of financial futures, necessary liquidity shall be fully already available on closing of the sale

6. Hybrid and Structured Products

Investment in hybrid and structured financial products is permissible when the suitable financial product in reference corresponds to risk profile projected. If the financial product is multi-layered, all risk levels shall conform to an acceptable financial product. Synthetic rights options trades are not valid as rights options trades for the purpose of the above deliberations.

However; the issuer of unquoted hybrid and structured financial products must be recognized, enjoy creditworthiness, and market-compliant quotas of the product must be available.

READ AND AGREED:

The Investor

Place and Date

The Company

Place and Date

Annex E; Asset Custodial

Account Name Bruc Bond Pte Ltd - Customers' Account
Address 36 Robinson Road, #02-01, City House, Singapore, 068877
Bank Name Bank Address DBS Bank Ltd.
12 Marina Boulevard, DBS Asia Central, Marina Bay
Financial Centre Tower 3, Singapore 018982
SWIFT DBSSSGSG
Account Number 885-044-23011
For Institution AVIS Capital - Buckzy Payments Inc.
AVISPay Number

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<http://www.ftc.gov/privacy/qlbact/qlbsub1.htm>

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