



## ASSET MANAGEMENT SERVICES AGREEMENT

MC Marketing Corp dba Calvin Capital, a Florida Corporation (hereafter called "CC"), agrees to manage investments for \_\_\_\_\_ (hereafter called "client" or "you") on the following terms:

**1. CC's Appointment.** You appoint CC to manage an investment portfolio for you effective when CC and you have both signed this agreement. The cash CC is to begin managing for you is listed in Schedule A.

**2. CC's Services.** CC will make all decisions to buy, sell or hold investments within the designated investment program(s) for your account(s) in CC's sole discretion and without first consulting you. Such assets may include, but are not limited to, cryptocurrencies, stablecoins, and various digital assets. You give CC full power and authority to carry out these decisions by giving instructions, on your behalf, to the exchange(s), brokerage(s) and Wallet(s) (hereafter called the "Wallet") for your account(s). You also authorize CC to provide a copy of this agreement to the Wallet(s) with or through which transactions for your account are to be effected as evidence of CC's authority under this agreement.

The objective of CC is to improve the investment performance of a buy-and-hold strategy in the cryptocurrencies, digital assets, and equities markets by reducing losses and outperforming the S&P 500 Index over any continuous twelve-month period. Dynamic asset allocation and technical market analysis are used to target these objectives.

Your investment objective for cash placed with CC is the same as that of CC. You will let CC know in writing if your financial circumstances or investment objectives change in a way that should cause CC to stop managing your account. CC will notify you if there is a significant loss due to CC management as measured from the highest value of any prior month-end market value. CC will convert client funds to stablecoins in the wallet(s) when CC stops managing your account for any reason.

**3. Transactions for Your Account.** CC will arrange for transactions in your account to be executed through the wallet and/or exchange.

**A. Cryptocurrencies.** CC will purchase or sell Cryptocurrencies for you and invest those digital assets into Liquidity pools and staking services to earn above average yields. All transactions will be priced at the market price, which is the real time price that the trade was executed at.

**B. Exchanges.** CC will make investment decisions to buy or sell position(s) according the client's investment program(s) or objective(s). CC may execute the same investment for you, for other clients, and for the employees and shareholders of CC. Transactions may be executed in a block or individual timely fashion and same price of execution cannot be guaranteed due to position size, price movement and size of bid/offer prices. Average price will be allocated for trades executed by block trade and individual transactions will receive designated executed order price.

**4. Custody of Your Account Assets.** Your account assets will be managed securely by CC using the client owned wallet(s) created by CC and named in Schedule A. Due to the nature of the digital assets, CC will have full secure access to the assets in your wallet(s). You give CC authority, on your behalf, to purchase, sell, short, hedge, margin, redeem or exchange from any assets to other assets within the chosen wallet(s) for your account(s).



CC can provide you monthly snapshots showing the assets in and all transactions for your account during the month, and CC will provide copies of those snapshots upon request. CC will screenshot the wallet(s) for your account(s) monthly to send you all balances and keep you informed of the status of your account.

**5. You May Cancel This Agreement at Any Time.** You have the right to cancel this agreement at any time by notifying CC in writing. CC also may cancel this agreement at any time by written notice to you. CC's authority under this agreement will remain in effect until you change or cancel it in writing.

**6. Reports We Will Provide to You.** CC will provide you monthly and annual snapshots showing the market value of your account(s), CC fees directly charged from the account(s), and your account's performance for the month or year.

**7. CC Fees.** The fees you will pay for CC's services will be a percentage of the market value of the assets in your account on the last trading day of each calendar month. CC's fee schedule is shown on Schedule A. CC's fees are payable at the end of each month for the services in the prior month.

In any partial month, CC's fees will be pro rated based on the number of days that CC managed your account. You should understand that Cryptocurrencies will also be subject to additional taxes upon conversion into fiat.

CC will deduct from your wallet or another one of your accounts designated to pay CC's fees each month after CC notifies client. CC will send you a monthly statement showing the amount of CC's fees, the account value on which CC based the fees, and how CC calculated the fees. You are responsible for verifying fee computations since there is no other party to perform this task.

**8. How CC will Value the Investments in Your Account.** CC will value your portfolio at the closing prices as shown in the wallet(s) on the valuation date.

**9. Confidentiality.** Except as you otherwise agree or as is required by law, CC will keep confidential all information concerning your identity, financial affairs or investments.

**10. CC's Services.** CC manages investments for other clients and may take actions for them and for members, managers, employees, and relatives thereof of CC. CC takes actions in the same way for all accounts within a designated investment program. CC may take different actions in other investment programs and types of Cryptocurrencies.

**11. Risk.** CC cannot guarantee the future performance of your account, promise any specific level of performance or promise that CC's investment decisions, strategies or overall management of your account(s) will meet its objective.

The investment decisions CC will make for you are subject to various market, currency, economic, political and business risks, and will not necessarily be profitable. In managing your account, CC will not consider any other assets, cash or other investments you own. CC may suggest a type of Cryptocurrencies or an investment program for you and will be responsible for the final selection and allocation.



Except as may otherwise be provided by law, CC will not be liable to you for any loss (i) that you may suffer as a result of CC's good faith decisions or actions where CC exercises the degree of care, skill, prudence and diligence that a prudent person acting in a fiduciary capacity would use; (ii) caused by following your instructions; or (iii) caused by the exchange, to which CC directs transactions for your account or by any other person. Federal and state assets laws impose liabilities under certain circumstances on persons who act in good faith, and this agreement does not waive or limit your rights under those laws.

**12. Legal Actions and Other Services.** CC will not advise you or act for you in any legal proceedings, including bankruptcies or class actions, involving assets held for your account or the issuers of those assets. CC does not provide financial planning, insurance planning, estate planning or tax advice.

**13. Term of This Agreement.** This agreement will continue in effect until you or CC cancels it by giving written notice to the other. Termination of this agreement will not affect (i) the validity of any action CC has previously taken; (ii) your or CC's liabilities or obligations for transactions started before termination; or (iii) your obligation to pay CC fees through the date of termination. Upon termination, CC will have no obligation to recommend or take any action with regard to the assets, cash or other investments in your account.

**14. Your Authority to Hire CC.** By signing this agreement, you represent to CC that you have the legal authority and capacity to hire CC to manage the assets in your account.

**15. Your Death or Disability.** Your death, disability or incompetency will not automatically terminate or change the terms of this agreement. However, your executor, guardian, attorney-in-fact or authorized representative may cancel this agreement by giving written notice to CC.

**16. Non-assignability.** This agreement may not be assigned (within the meaning of the Investment Advisers Act of 1940 ("Advisers Act")) by CC without your consent.

**17. Governing Law.** The internal law of Florida will govern this agreement. However, nothing in this agreement will be construed contrary to the Advisers Act or any rule or order of the Assets and Exchange Commission under the Advisers Act

**18. Notices.** You may send notices or other information to CC in person, by U.S. mail, overnight courier, e-mail or facsimile transmission (with a hard copy sent by U.S. mail) at the address on the last page of this agreement or another address CC gives you in writing. CC will send reports and notices to you in person, by U.S. mail, e-mail, overnight courier or by facsimile transmission (with a hard copy sent by U.S. mail) at the address shown at the end of this agreement or another address that you give CC in writing.

**19. Miscellaneous.** If any provision of this agreement is or becomes inconsistent with any applicable law or rule, the provision will be deemed rescinded or modified to comply with such law or rule. In all other respects this agreement will continue in full force and effect. No term of this agreement may be waived or changed except in writing signed by both you and CC. Failure to insist on strict compliance with this agreement or with any of its terms or any continued conduct will not be considered a waiver by either you or CC of CC's rights under the agreement. This agreement contains the entire understanding between you and CC. This agreement supersedes any prior dated agreements between you and CC if such agreements existed.





**SCHEDULE A**  
**ASSET MANAGEMENT AGREEMENT**

**1. Account Assets.** The assets that you wish Calvin Capital to begin managing are:

\$ \_\_\_\_\_

**2. Custody of Account Assets.** The assets to be managed under this agreement will be held in an account established by CC and owned by the client. Private Keys will be provided to client:

Name(s) of Wallet(s):

Wallet Address(s) (when created):

Name: \_\_\_\_\_

Wallet #: \_\_\_\_\_

Name: \_\_\_\_\_

Wallet #: \_\_\_\_\_

Name: \_\_\_\_\_

Wallet #: \_\_\_\_\_

Name: \_\_\_\_\_

Wallet #: \_\_\_\_\_

Name: \_\_\_\_\_

Wallet #: \_\_\_\_\_

**3. Investment Advisory Fees.** CC's fees for services provided under this agreement will be 6% per year paid at the rate of .5% at the end of each month.

**4. Client's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CC President's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_