

## Client CyberAsset / CyberShare Investments Application Form



### HRIH Investments Heridity Cyber Investment Funds

## Client CyberAsset / CyberShare Investments Application Form



**06/02/18 Company Registration Number 2015 / 036585 / 07**

These products had been developed in consultation with the FSB, South Africa. They are legally within the framework of the FSB and SARB requirements and status of cyber assets (cryptocurrencies). We have tested all products and guarantee 100% operability and functionality. We ensure that all risks had been assessed and counter acted, though risks still exist in the products due to market volatility. We can not influence asset / market performance. Do not invest money that you can not afford to lose.

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# **Client CyberAsset / CyberShare Investments Application Form**

## **Section 1:**

**Applicant Name:**

**Physical Address:**

**ID Number:**

**Email Address:**

**Telephone Number:**

**Investment Type (Annuity, Savings,Pension, 401K):**

**Investment Term (Amount of Years):**

**Capital Investment (Monthly / Once Off deposit):**

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## Offer to Purchase

### Parties 1.1

The Parties to this agreement are: 1.1.1 HRIH Investments (insert Seller's full name) ("Seller"); 1.1.2 The Applicant (insert Buyer's full name) ("Buyer"); and 1.1.3 including the Parties agents.

### 2 Definitions and Interpretations

2.1 These terms have the following meanings assigned to them: 2.1.1 Days: business days which are calculated by excluding the first day, public holiday, Saturday, and Sunday.

2.2 When words and figures conflict, the words must prevail.

2.3 The words "shall", "must" and "will" in this agreement are mandatory obligations.

2.4 One gender includes the other gender.

2.5 The singular includes the plural and vice versa.

2.6 The headings of the clauses in this agreement are for convenience and reference only; and shall not be used in the interpretation, modification or amplification of the terms of this agreement.

### 3 Property

3.1 The Buyer agrees to purchase the Seller's property being Indicated by the Buyer in the list in

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Section 1 of the Application Form ("property").

### 4 Purchase price

4.1 The property will be sold by the Seller for the investment capital as indicated by the client in Section 1 of the Application Form as a once off transaction (excluding the application of the Consumer Protection Act 68 of 2008). The Parties agree that the money shall be paid by the end of the month of application via the manner of payment as selected by the applicant as indicated in Section 1 of the Application Form against registration of transfer of the property ("registration") into the Buyer's name.

4.2 The Buyer shall provide the Seller with a bank guarantee within 60 Days from the date of this agreement.

### 5 Ownership

5.1 Ownership of the investments will be given to the Buyer on the first day of the month following application and the deposit of investment capital.

5.2 Ownership and risk of the cyberassets / cybershare tokens shall pass to the Buyer on registration. If there is accidental loss to the investment securities prior to registration, the Buyer shall be liable from the date of this agreement.

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### **6 Warranties and Voetstoots**

6.1 The Seller warrants that the property is not subject to a lease agreement.

6.2 The Seller warrants that he is the owner of the property, with no third party having a better right or title to the property.

6.3 The Seller sells the property voetstoots (as is) to the Buyer, and without misrepresentations.

### **7 Cooling-Off Period**

7.1 If the purchase price is less than R250 000 (two hundred and fifty thousand rand), the Buyer has 5 (five) Days after signing this agreement to cancel it. The cancellation notice must be: • in writing; • signed by the Buyer; • able to identify that the offer that has been cancelled; • unconditional; and • delivered to the Seller who shall acknowledge its receipt.

7.2 Where an offer is cancelled, any amount paid by the Buyer must be refunded to the Buyer within 10 (ten) Days of the date on which the cancellation notice was delivered to the Seller.

### **Investment Agreement**

The Parties to this agreement are:

1.1.1 HRIH Investments ("First Partner"); and 1.1.2 The above mentioned applicant ("Second Partner").

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### **2 Definitions and Interpretations**

2.1 These terms have the following meanings assigned to them:

2.1.1 Days: business days which are calculated by excluding the first day, public holidays, Saturdays and Sundays.

2.1.2 Effective date: the first day of the month following the month of application and deposit of investment capital the date the Investment shall take effect.

2.1.3 Capital Account: an account of each Partner in the books of the Investment recording a Partner's capital contribution (including the value of assets, skills or other incorporeal property contributed) and other capital payments to, or withdraws from, the Investment.

2.1.4 Loan Account: an account of each Partner in the books of the Investment reflecting a credit balance or a debit balance.

2.1.5 Participation Ratios ( as in proportion to the contributions ) : 2.1.5.1 The First Partner: 0% participation ratio of First Partner in percentage) % 2.1.5.2 The Second Partner: 100%

(participation ratio of Second Partner in percentage) % 2.1.6 Partners: First Partner and Second Partner. 2.1.7 Investment: described in clause 3.1. 2.1.8 Main place of business: 24 Siegelaar Street, Railton, Swellendam, 6740, South Africa.

2.1.9 Investment's assets: include moveable, immoveable, corporeal and incorporeal property, as controlled by the Investment and used by the Partners to carry out the main objective of the Investment defined in clause 3.

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2.1.10 Investment's trade secrets: refers to the confidential information of the Investment, including but not limited to, the knowledge and influence over the Investment's clients; computer software and accessories; details of technology and intellectual property; contractual agreements entered into; financial details (including prices, structures, remuneration and operating results); and any other matters which relate to the business of the Investment.

2.2 When words and figures conflict, the words must prevail.

2.3 The words "shall", "must" and "will" in this agreement are mandatory obligations.

2.4 One gender includes the other gender.

2.5 The singular includes the plural and vice versa .

2.6 The headings of the clauses in this agreement are for convenience and reference only; and shall not be used in the interpretation, modification or amplification of the terms of this agreement.

2.7 The termination of this agreement will not affect the terms in this agreement which expressly state that they will operate after the termination.

2.8 Each term in this agreement has been negotiated and drafted to the benefit of the Partners, therefore, the rule stating that the agreement will be to the disadvantage of the drafter, will not apply.

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### **3 Constitution of the Investment**

3.1 The Partners agree, with effect from the effective date, to carry on the business of CyberAsset Investments to make and share profit and for the joint benefit of the partners.

3.2 The Investment will carry on business under the name of HRIH Investments.

### **4 Duration and Termination**

4.1 The Investment will commence on the effective date and will continue indefinitely (or for a specified period - please indicate) subject to: 4.1.1 the right of either Partner to withdraw from the Investment by giving 30 days' written notice to the other Partners (such notice will only be effective from the date of completion of all projects currently undertaken by the Investment);

4.1.2 a mutual agreement of termination;

4.1.3 the change in membership of a Partner subject to clause 4.2; 4.1.4 a court order; and 4.1.5 the sequestration of a private estate of a Partner subject to clause 4.3.

4.2 The Investment will not terminate by reason of the death of a Partner, but shall continue between the surviving Partners and the estate of the deceased Partner. In such an instance, the executor of the estate of the deceased Partner shall grant a power of attorney to the surviving Partners to complete uncompleted projects at the date of death of the deceased Partner.

4.3 Should the Investment estate be sequestrated, the Partners' personal estates will avoid sequestration by the Partners undertaking to pay the Investment liabilities and by giving security for such payment to the satisfaction of the Registrar of the High Court.

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### 5 Contributions and Capital Accounts

5.1 Each Partner must contribute to the Investment as follows (provide descriptions of contributions; if there is Partner who gets ownership of the contributed property, for example, if the partners acquire joint ownership or one Partner gets ownership and the remaining Partners get the right to use and enjoy the property; the due date for contributions; the method of effecting delivery, if any; and who is responsible for paying expenses related to the contributions, if any. See clause 6.1 relating to the payment of expenses):

5.1.1 The First Partner will contribute: Financial Market research on Cyber Assets, CyberAsset tokens and investment strategies.

5.1.2 The Second Partner will contribute: **Monthly or once off deposits into the investment account as chosen by the Investor, as well as all legal information the First Partner may require or request for operational purposes.**

5.2 A contribution shall be reflected in the Partners' Capital Accounts, and a Partner must not be entitled to withdraw any amount standing to the credit of the Capital Account, without the prior written consent of the other Partners.

5.3 A Partner will not be compensated for his/her contribution, unless all the Partners agree otherwise in writing.

5.4 A contribution and/or compensation shall not bear interest, unless the Partners agree otherwise in writing.

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### 6 Loan Accounts

6.1 Each Partner will have a loan account in the books of the Investment and the books will show any loans made to the Partners.

6.2 If a Partner pays expenses regarding his/her contribution or the fulfilment of his/her Investment duties, the expenses must be credited to the Partner's Loan Account proportionately (accordingly, the Partner who incurs the expenses shall be entitled to recover a pro rata share of the expenses from the other Partners).

6.3 A credit balance in a Partner's Loan Account (representing the amount of indebtedness the Investment has to a Partner) is subject to the following:

6.3.1 The credit balance shall reflect interest at calculated interest rate in relation to the amount on credit (insert interest rate regarding credit balance).

6.3.2 The credit balance will be paid as the Partners agree. 6.3.3 The credit balance will be paid to the Partners upon the liquidation of the Investment subject to clause 11. 4 6.4 A debit balance (representing the amount of indebtedness a Partner has to the Investment) is subject to the following:

6.4.1 Interest shall be debited on the debit balance monthly in arrears at 15 %.

6.4.2 A Partner must pay the debit balance, inclusive of interest, as demanded by the other Partners, and prior to the Partner receiving his/her profit per clause 11.2.

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### **7 Financial Year End**

7.1 The financial year end of the Investment shall end on the last day of February (insert month financial year will end) in each year.

### **8 Banking Account**

8.1 The banking account of the Investment shall be in the name of the Investment as mentioned in the **Investment Contract** and monies received shall be banked daily, if possible.

8.2 All Partners will have equal signatory powers over the Investment banking account.

8.3 Payments made by the Investment to its creditors must be agreed upon by the Partners, which must be made through the easiest and most convenient form of payment - either in the form of a cheque, cash, or through an electronic fund transfer.

### **9 Accounts, Financial Statements and the Auditor**

9.1 The Partners agree that the First Partner will keep proper monthly accounting records of all transactions concerning the Investment.

9.2 The accounts shall be prepared in the following intervals quarterly.

9.3 Accounting records of the Investment must be audited annually by the Investment's auditor.

9.4 The accounting records of the Investment must be kept at the main place of business of the Investment, and be open for inspection by each Partner and the auditor.

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9.5 After the end of each financial year of the Investment, financial statements must be audited by the auditor of the Investment, and a copy of the financial statements given to each Partner. A challenge or dispute must be referred to the auditor of the Investment who shall act as the expert and whose decision shall be final and binding.

9.6 The Partners agree that the auditor is a qualified auditor being: Boshoff Visser Swellendam.

### **10 Duties of Partners, Management of the Investment and Meetings**

10.1 A Partner shall:

10.1.1 owe the other Partners a duty of utmost good faith; 10.1.2 further the interests of the Investment unselfishly; 10.1.3 be obliged to devote him/herself to the progress and welfare of the Investment; 10.1.4 act with the necessary care and skill; 10.1.5 comply with contractual obligations Investment to the other Partners.

10.2 Investment assets will be held jointly, in an undivided share, in the names of the Partners.

10.3 All Partners shall be responsible for the protection of the Investment's assets, without alienating or mortgaging them, unless there is written consent from all the Partners.

10.4 Investment assets must be used to further the Investment's objective, and may not be used for a Partner's private and personal use, unless all the Partners agree otherwise in writing.

10.5 No partner shall without prior written consent: 10.5.1 withdraw money or take property of the Investment or make any debt with regard to same, except during the normal course of

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business and for the benefit of the Investment; 10.5.2 take any action that will lead to the Investment's property being attached, sold on auction or seized; 10.5.3 release or waive any debt due to the Investment; or 10.5.4 cede, assign or mortgage his/her interest in the Investment.

10.6 Each partner must settle his/her present or future debt and indemnify the other Partners against any liability towards same.

10.7 Each Partner has a right to participate in the management of the Investment, including the power to represent the Investment in transactions which fall within the scope of the Investment's business. Written consent is, however, required for the following transactions: Change of purchased investment fund and release of investment dividends prior to investment maturity.

10.6 The Partners agree to hold meetings quarterly at mutually agreed venues.

10.7 Minutes of meetings of the Partners must be kept and signed by the Partners. ons and legal duties; and 10.1.6 disclose information concerning the

10.8 Each partner shall be entitled to the number of votes based on his/her participation ratio.

10.9 Resolutions, in order to be of force and effect, must be approved by Partners holding a majority of the votes.

10.10 Should a deadlock arise, a mediator or arbitrator will be appointed to resolve the dispute. The mediator or arbitrator appointed must be mutually agreed upon by the Partners.

## **11 Profits, Losses and Liquidation**

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11.1 All profits and losses of the Investment must be carried by the Partners according to their participation ratios.

11.2 Profits of the Investment must, except to the extent necessary to enable the Investment to meet its liabilities, be distributed to the Partners at \_\_\_\_\_ (insert number of monthly intervals) monthly intervals according to the participation ratios.

11.3 Upon termination (dissolution) of the Investment, the Investment and assets of the Investment must be liquidated.

11.4 Upon dissolution of the Investment: 11.4.1 the Partners owe each other a fiduciary duty (see clause 10.1); 11.4.2 this agreement, and the mutual mandate of each Partner, are terminated; and 11.4.3 the rights and duties towards third parties remain valid and binding.

11.5 The liquidator shall be Boshoff Visser, Swellendam, who shall receive the necessary power of attorney to perform his/her duties.

11.6 The liquidator must: 11.6.1 compile an account reflecting the Investment's assets and liabilities; 11.6.2 realise the Investment assets to discharge of the Investment liabilities; 11.6.3 request the Partners to contribute to the Investment liabilities, according to the participation ratios, if the Investment assets are insufficient to meet the Investment liabilities (the liquidator shall be entitled in his sole discretion to allow one Partner to assume sole responsibility for a liability of the Investment); 11.6.4 distribute the remaining proceeds (or assets as the case may be) between the Partners according to their participation ratios after settling the Investment liabilities that are due by the Partners to the Investment on their Loan Accounts, Capital Accounts, or otherwise; 11.6.5 be entitled to a reasonable remuneration for which the Partners will be liable in terms of their participation ratios; and 11.6.6 compile and settle an account reflecting the

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procedures followed.

### **12 Confidentiality**

12.1 The Partners agree to protect the Investment's trade secrets by not divulging or disclosing these trade secrets to third parties.

### **13 Breach and disputes**

13.1 If a Partner breaches a material provision of this agreement, and fails to remedy such breach within 10 days of the date of receipt of a written notice from the aggrieved Partners requiring him/her to do so, the aggrieved Partners will be entitled to any remedy available in law (such as an interdict, cancellation, specific performance or claiming damages), without further notice.

13.2 Repudiation, as a form of breach, does not dissolve the Investment.

13.3 Any disputes between the parties must be resolved by way of mediation or arbitration (see clause 10.10) and the related costs must be carried by the Partners in terms of their participation ratios, unless otherwise agreed (please remove this clause if Partners do not wish to make use of these methods).

### **14 General**

14.1 This agreement constitutes the whole agreement between the Partners.

14.2 This agreement may only be amended if the Partners agree to the amendment in writing, and sign the written document – which must be attached to this agreement as an Annexure.

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14.3 No Partner shall be bound by any express or implied term, representation, warranty, promise, or the like not recorded in this agreement.

14.4 Each of the Partners confirms that s/he is acting in his/her own right and not as an agent.

14.5 If any of the provisions in this agreement are found to be illegal, invalid or unenforceable, the rest of the agreement survives and continues to be valid, if necessary.

14.6 The costs for the drafting and preparation of this agreement shall be carried by all the Partners in accordance with their participation ratios.

14.7 All legal documents, notices or other communications must be delivered to the following address of the First Partner, which will act as his domicilium citandi et executandi : 24 Siegelaar Street, Railton, Swellendam, 6740, South Africa.

14.8 All legal documents, notices or other communication must be delivered to the following address of the Second Partner, which will act as his domicilium citandi et executandi : The address given at the start of the Application Form in section 1.

14.10 Non-legal documents, notices or other communication between the Partners may be sent by electronic communication; where a “read receipt” must be attached to each and every electronic communication sent, so it can be determined that the electronic communication was received and read by the recipient.

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## **Power Of Attorney**

### **1.1 The Parties to this power of attorney are:**

1.1.1 The Applicant as indicated in Section 1 of the Application Form ("Principal"); and 1.1.2 HRIH Investments, with identity number Hilton Recardo Izak Hartnick – ID Number 8210065145085 (name and identity number of agent) ("Agent").

## **2 Appointment of Agent**

2.1 The Principal appoints the Agent to represent him/her in managing and transacting in his/her legal and business affairs in South Africa.

2.2 The Principal grants the Agent with full power and authority to act for him/her in his/her name, account, and benefit.

## **3 Representation of Affairs**

Without detracting from the generality of the following, the Agent shall have these powers:

### **3.1 Immovable Property**

3.1.1 Lease Agreement: to manage and let the Principal's immovable property, maintain the said property, collect and receive rental, terminate a lease agreement, and take the necessary legal action for ejectment or other legal action relating to a lease agreement.

3.1.2 Sale Agreement: to sell the Principal's immovable property at a price favourable to the

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Principal, and undertake other acts necessary to effect transfer of the said property.

**3.2 Business Affairs** To manage the Principal's business affairs (including, but not limited to, to enter into Investments, liquidate a Investment, or transfer Investment property; subscribe to a memorandum of understanding, to lodge consent to act as a director of a company, and sign all documents necessary; sign and execute an agreement to become a member in a close corporation; and, if necessary, assist in an insolvency process such as attending the meetings of creditors, to prove a claim, and vote for the election of a Trustee), investments, securities and movable property, and to give a receipt, release, discharge, and demand; and recover money, securities, debts, stocks, shares, and property belonging to the Principal, whether solely or jointly with any other person/s.

**3.3 Legal Proceedings** To demand, commence, carry on, settle, abandon, or defend legal proceedings; and to appoint and mandate an attorney.

**3.4 Disputes** To arrange, settle, compromise, or submit to arbitration all accounts, claims and disputes; and for the purpose of arbitration to make the necessary appointments and to sign and execute all documents.

### **3.5 CyberAsset and / or CyberShare Tokens**

To accept the transfer of cyberasset and / or cybershare tokens; make an application in the Principal's name for shares in a company; sign any document requiring the signature of a shareholder; appear in person or proxy at the shareholders meetings, and vote accordingly; and sell or exchange shares.

**3.6 Money: to invest and borrow** To invest the Principal's money, at such a rate of interest and

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upon such securities as the Agent thinks fit, deposit the said money with any institution authorised by law to accept money on deposit, to vary investments as the Agent deems necessary; and borrow money against security of immovable or movable property.

3.7 Income To receive dividends, interest, and income as arising from securities, stocks, shares or other property, whether solely or jointly with any other person/s.

3.8 Agreements and Suretyship To sign, execute, and perform all agreements entered into by the Principal with any other person/s (which includes to guarantee a liability of another person, and bind the Principal as a surety and co-principal in solidum ).

3.9 Banking Accounts To operate a banking account in the name, or in the joint names of the Principal and another person; open or operate a new banking account (including an overdraft or credit facility); draw, sign, endorse, and negotiate cheques, bills of exchange, dividends and interest; and pledge security for the payment of an account.

3.10 Third Parties To act and co-operate with other person/s who have an interest in the Principal's business and legal affairs (which includes a usufruct).

### **3.11 Deceased Estates**

To attend meetings of persons interested in an estate, testate or intestate, with which the Principal may be concerned as next of kin, heir, legatee, creditor, or otherwise; vote for the appointment of an Executor; prove a claim; and act in all matters relating to the estate.

## **4 Ratification**

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The Principal ratifies acts of the Agent (or person/s appointed by the Agent) by virtue of this power of attorney.

### 4 Signatories

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_.

#### As witnesses for the First Party:

1. Signature \_\_\_\_\_ Full name \_\_\_\_\_

2. Signature \_\_\_\_\_ Full name \_\_\_\_\_

#### The First Party:

Signature \_\_\_\_\_ Full name \_\_\_\_\_

Signed at \_\_\_\_\_  
\_\_\_\_\_ on \_\_\_\_\_ 20\_\_.

#### As witnesses for the Second Party:

1. Signature \_\_\_\_\_ Full name \_\_\_\_\_

2. Signature \_\_\_\_\_ Full name \_\_\_\_\_

#### 3. The Second Party:

Signature \_\_\_\_\_ Full Name \_\_\_\_\_

**06/02/18 Company Registration Number 2015 / 036585 / 07**

These products had been developed in consultation with the FSB, South Africa. They are legally within the framework of the FSB and SARB requirements and status of cyber assets (cryptocurrencies). We have tested all products and guarantee 100% operability and functionality. We ensure that all risks had been assessed and counter acted, though risks still exist in the products due to market volatility. We can not influence asset / market performance. Do not invest money that you can not afford to lose.