

**AGREEMENT BETWEEN CLIENT AND**

**Yieldt.**

NOVEMBER 2021



## 1. Parties

The parties of this Agreement (the “Agreement between Customer and Botsinvest”) are:

- Customer, hereafter to be called “Customer” or “You”; and
- Botsinvest B.V., with its registered office at Westblaak 180, 3012 KN Rotterdam, trading as Yieldt, hereafter to be called “Yieldt”.

Customer and Yieldt, hereafter to be called “Parties” when referred to together.

## 2. Background of this agreement

Parties consider the following:

- a. Yieldt is a professional service provider that offers the Yieldt – Crypto Managed Investment – service to the Customer;
- b. The Customer wants to use Yieldt’s service provision;
- c. The Customer understands that Yieldt provides no financial services as referred to in the Financial Supervision Act (FSA) or provides any other regulated services, and is therefore not supervised by AFM or DNB;
- d. By signing this Agreement, Customer confirms to have read the conditions under which Yieldt provides and performs its services and to accept its applicability.

## 3. Who are we?

We are Yieldt. We offer online managed investments in cryptocurrency via our service called Yieldt. It is our goal to make Bitcoin and other cryptocurrency available to you.

Please find further information about us below:

Name: Botsinvest B.V. – trading under the name of Yieldt  
Address: Incorporated and domiciled at Westblaak 180, 3012 KN Rotterdam  
E-mail: [info@yieldt.com](mailto:info@yieldt.com)  
Tel: +31 (0) 85 210 0989  
CoC: 76087964  
VAT: NL860506915B01  
RSIN: 860506915



#### **4. What will we do for you?**

- 4.1. We offer managed investments in cryptocurrency. We use your account from an external exchange we work with to do so – at the moment Bitvavo and Kraken (hereafter called ‘exchange(s)'). The buying and selling of cryptocurrency takes place via that account. Yieldt is not responsible for the exchange’s services, and the exchanges are not responsible for Yieldt’s services. Both parties are only responsible for their own provision of services to you.
- 4.2. Due to mutual differences between the connected exchange, e.g. transaction fee’s, products, offerings and available tokens, the returns may vary between exchanges.
- 4.3. The electronic money, as released by the exchange(s) by transferring money to the relevant entity, is displayed as an account balance linked to your account. We use this electronic money to purchase and sell cryptocurrency. We therefore invest for you, and you bear the charges and the risk. You provide us with the exclusive right to do so on your behalf.
- 4.4. We make choices for you. This means that we don’t consult you to make certain decisions.
- 4.5. Should you give orders to exchange(s) yourself, Yieldt cannot make investments on your behalf. Yieldt is then entitled to immediately terminate this Agreement.
- 4.6. By means of the own market analyses and models, Yieldt makes investment choices for you. The own analyses comprise fundamental, technical, legal and quantitative analyses, among others.



- 4.7. Yieldt handles a number of investment principles in order to achieve the best possible result:
- a. We only invest in cryptocurrency that we believe in and in cryptocurrencies that we understand. We actively monitor the market 24 hours a day, 7 days a week, at which we can start and step out whenever we want;
  - b. The start moment of a position is, in case of a mathematical assessment, that the market has increased. To determine this, we check our own analysis. For new customers, the purchase will wait to avoid risks;
  - c. The strategy is Long, so we want to keep the position as long as possible. We don't trade with short time frames, although we do consider them, of course;
  - d. Our goal is risk management. We want to achieve this by means of diversification of the markets and cryptocurrencies we trade in. Maximum profit is not our main goal;
  - e. We step out by means of a 4-eyes-principle, at which we check the fundamental and technical analyses with the relevant matching bottom thresholds we determined it.

## **5. What are our commitments and your rights?**

- 5.1. We will invest in cryptocurrency on your behalf. You therefore provide us with your account's API keys in correspondence with the terms and conditions of the exchange used, so Yieldt can purchase and/or sell cryptocurrency on your behalf. We always handle a 4-eyes-principle. Yieldt staff cannot perform independent actions with regard to positions.
- 5.2. You have to realize investments in cryptocurrency always bears large risks and that no one can guarantee that we preserve the value of your cryptocurrency. We cannot guarantee this, either. If you don't want to run the risks to lose money, don't invest in cryptocurrency. Yieldt discourages you to invest more than 10% of your free capital in cryptocurrency. Borrowed money and cryptocurrencies are no good combination either.
- 5.3. Yieldt is obliged to perform to its best ability. For Yieldt, that means that it cannot guarantee profit. We do all we can to achieve the best possible result for you.
- 5.4. We enter into an Agreement with you. However, we can involve third parties to help us. These third parties are chosen with care. If another party makes a mistake, we are not responsible for that, except if we have chosen this party without a sufficient investigation of its abilities.

- 5.5. Yieldt is not liable for damage that the Customer suffers or could suffer as a consequence of a mistake by other parties than Yieldt itself, including you.
- 5.6. We invest in cryptocurrency on your behalf. We trade on your behalf. However, it could occur that other things are important for decisions like this, for example other customers, staff or our company itself. We try to prevent a conflict of interest, for one, by setting up our services in a way that these conflicts of interest will not occur easily and by not allowing our staff to exploit activities that could lead to a conflict of interest with our customers.
- 5.7. Yieldt operates independently. This means that we don't earn money with the choices regarding in what cryptocurrency we invest in for you. You are the only one that pays us.
- 5.8. Yieldt is responsible for the security of its own systems, so you can safely use Yieldt.

## **6. Where do we keep your cryptocurrency and digital money?**

In order to use the Yieldt – Crypto Managed Investment – service by Yieldt, you need to have an account with an exchange.

Kraken possesses a banking licence and maintains direct fiduciary currencies that are deposited. The cryptocurrencies are then saved in Kraken's virtual currency wallet. In case of Bitvavo, the electronic money will be released by them, and in case you deposit money with Stichting Bitvavo Payments, it is indicated as account balance connected to your Bitvavo account. We use this electronic money to purchase and sell cryptocurrency. Your cryptocurrency is saved in Bitvavo's virtual currency wallet and your electronic money in the Bitvavo e-token wallet, which are both linked to your Bitvavo account.

For these services, you have a separate agreement with Bitvavo and/or Kraken. The general terms and conditions of the exchange(s) apply to their services.

The API keys you provide Yieldt with do not grant access to your (digital) money. Yieldt cannot transfer digital money or other currencies to you, except purchasing and selling cryptocurrency, and cannot use the digital money linked to your exchange's account in any other way.



## **7. Costs of our services**

7.1. Yieldt uses the following costs for Crypto Managed Investment:

- a. Deposit costs: This is 1.189% of your total deposited amount per deposit;
- b. Service costs: 0.297% per month, based on the portfolio value;
- c. Profit compensation: 11.89% per month, based on Yieldt's profit in comparison with the built-up high-water mark;
- d. Additional deposits are added to your high-water mark, withdrawals are relatively deducted from your high-water mark;
- e. These costs are including VAT;
- f. If Yieldt exceeds the currently built-up high-water mark at 00:00 on the first day of a new month, you will not receive profit compensation on your invoice;
- g. Payment term: five workdays. If the payment is not received within the indicated term, Yieldt will remind its customers. In the worst case, Yieldt is entitled to annul the agreement;
- h. Yieldt offers you the possibility to step out without costs every month. For a multiple monthly step-out, we charge a compensation of 1.189% of the total amount to withdraw.

7.2. The value of your portfolio is determined by means of the exchange(s)' administration. This means the amount of your investments and electronic money in your account represents the value of your portfolio. We determine the value of your portfolio at 00:00 on the first day of the new month.

7.3. We send you a monthly invoice for the costs of our services. We send the invoice in the first week of every new month, by email.

7.4. The costs for the exchange(s)' services are paid directly to the exchange(s) and are not included in our costs.

## **8. How do we communicate?**

8.1. Our communication with you is online and by phone. This means you will receive all information from us by email. If your email changes, please notify us immediately. You agree we don't send information by regular mail.

- 8.2. We inform you by email about the following, among others:
  - a. This Agreement;
  - b. Information requests to you;
  - c. Access to your personal Yieldt dashboard;
  - d. Relevant market messages.
- 8.3. We use your email and other address data you provided. If your email or other address data changes, please notify us by sending an email to [info@yieldt.com](mailto:info@yieldt.com).
- 8.4. We do all we can to make sure our website is available at all times, but it can occur that our website is temporarily unavailable at times.
- 8.5. We communicate in Dutch or English.

## **9. Your commitments**

- 9.1. You also have certain commitments towards Yieldt.
- 9.2. You are committed to provide Yieldt with your contact details.
- 9.3. You are committed to provide Yieldt with your API keys.
- 9.4. Please inform Yieldt as soon as possible via [info@yieldt.com](mailto:info@yieldt.com):
  - a. If you suspect someone has your password, username, or code;
  - b. If your address data (e.g., your email or residential address) changes;
  - c. If you may no longer make decisions about your capital;
  - d. In case you decease, your beneficiaries are to inform Yieldt as soon as possible.
- 9.5. You are committed to provide Yieldt with the needed information so Yieldt can provide its services to you. Yieldt should be able to use the information to make managed investments in cryptocurrency possible. This means that you have to provide Yieldt with supplementary information if this is compulsory for Yieldt's services to you.
- 9.6. If you don't fulfil your obligations, this could lead to damages.

## **10. To whom don't we provide services?**

- 10.1. You are not allowed to use Yieldt if you are under the age of 18.
- 10.2. By accepting this Agreement, you declare to comply with these conditions.



## **11. Who can give orders or information to us on your behalf?**

- 11.1. We only accept orders and information from you or persons that may represent you, and only provide information to you or these persons who represent you.
- 11.2. In order to make sure, we only perform orders or accept information from people who are allowed to, we can always request extra information. You are then committed to provide this information. Until we have sufficient information, we are allowed to reject the orders. We are not obliged to request extra information.
- 11.3. If you provide incorrect or outdated information (an old email, phone number, etc.), there is a risk we accept orders from people that are not allowed to represent you. You run this risk. It is therefore important you always inform us about changes because we use your old information if you don't.

## **12. Start and end of the agreement**

- 12.1. By confirming by email that you agree with this Agreement, and at the moment you grant us access to your exchange(s)' account, you are bound by this Agreement with us.
- 12.2. You can only use our services if you have an active account at the exchange(s). If you cannot use the exchange(s) services, the Agreement does not originate and Yieldt is entitled to reject you as a Customer. Only when we have determined this and our own checks do not pose any objections, we start Yieldt – Crypto Managed Investments – and we are also bound by this Agreement.
- 12.3. You are not entitled to revoke this Agreement with retroactive effect. The reason for this is that we, as soon as the (electronic) money is released by transferring money to Stichting Bitvavo Payments and/or Payward Inc. aka Kraken, we will immediately invest this in cryptocurrency. You therefore run an investment risk from the very first start, also if you change your mind. In that case, you can always choose to terminate this Agreement. The Agreement stops immediately in case of termination. After this, our staff need a maximum of 2 workdays to process your termination.
- 12.4. You can terminate this Agreement at all times. At that moment, we no longer provide our Yieldt – Crypto Managed Investment – service to you. Our staff need a maximum of 2 workdays to process your termination.
- 12.5. We are also allowed to terminate this Agreement. We will inform you if this happens. This Agreement then stops one month later, unless a situation as stated in par 4.3 comes up.

- 12.6. If the service agreement between you and the exchange is terminated, irrespective of the reason (and/or a term after which the agreement will end), this Agreement automatically ends as well. In that case, Yieldt cannot provide its services to you any more.
- 12.7. In case of suspected fraud or abuse or if we continue this Agreement and could therefore violate the law, we are allowed to use a shorter term than one month before termination of the Agreement.
- 12.8. If we terminate our services for commercial reasons, we are entitled to transfer our rights and commitments to another party. In that case, we inform you at least one month in advance.

### **13. In case of death**

- 13.1. In case of death of the Customer, the Customer's beneficiaries are to inform us as soon as possible. Because we cannot check if the Customer is alive, it is important that the beneficiaries do so as soon as possible.
- 13.2. We use a notary's documents to assess who is allowed to make decisions on the service agreement between Yieldt and the Customer (often the executor). After receipt of these documents, we will perform this person's instructions. Your beneficiaries are committed to provide us with the documents we require. Until that time, we will preserve management in accordance with the made agreements.

### **14. Complaints, Dutch law, Dutch judge**

- 14.1. Of course, we are hoping we fulfil your expectations. Should you have suggestions, comments or complaints, we kindly request you to inform us as soon as possible. You can do so by sending an email to [info@yieldt.com](mailto:info@yieldt.com).
- 14.2. Should you have a complaint that we cannot agree on, the Dutch judge in Rotterdam is entitled to judge on our dispute. The judge will settle the dispute in accordance with Dutch law.

## 15. Other conditions

- 15.1. We believe to have included the most important information and agreements between you and us in this agreement. Further information and agreements is available in the Yieldt Disclaimer and Yieldt's Privacy Statement, to be found at the bottom of our website [www.yieldt.com](http://www.yieldt.com).
- 15.2. By signing this Agreement, you also agree with the Yieldt Disclaimer and Yieldt's Privacy Statement.
- 15.3. By agreeing to this Agreement, you also agree to the Yieldt member-get-member terms.
- 15.4. The arrangement in your favour applies if this Agreement, the Yieldt Disclaimer or Yieldt's Privacy Statement contradict.

## 16. Changes

- 16.1. We compiled these agreements with due care. Should something about these agreements change, we will inform you by email. It then takes another 30 days before the changes apply. You can then choose to terminate this Agreement with us.

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