



Companies House  
Company Number 11567503

## CONSOLIDATED AGREEMENT № \_\_\_\_\_

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**CONSOLIDATED AGREEMENT № \_\_\_\_\_, 20\_\_**

This Agreement, dated \_\_\_\_\_, 20\_\_, is between: the Company "TRESOR CAPITAL LTD", organized under the laws of United Kingdom, registered office address 10 Paddenswick Road, London, London, United Kingdom, W6 0UB (hereinafter referred to as the "Company"), in the person of its Director Eddie Brooks, acting on the basis of the Company Charter, and \_\_\_\_\_, hereinafter referred to as the «Investor», then each individually referred to as the "Party" and collectively, the «Parties».

**1. AGREEMENT DEFINITIONS**

- 1.1. The Investor means a natural or legal person, making the investment through the purchase of the investment portfolio in order to obtain the dividends.
- 1.2. The Company means an establishment, which under the laws of the state of United Kingdom, is registered at the address in the city of London and manages the money capital, obtained from the sale of the investment portfolios at its own discretion.
- 1.3. The Financial investments mean the assets, that the Company receives for the purpose of increasing of the income (dividends), the capital appreciation in order to obtain benefits for the Investor and the Company.
- 1.4. The Investment funds mean the cash, which the Investor transfers into the Company's ownership through the purchase of an investment portfolio in order to get the income.
- 1.5. The Dividends mean the part of the profit (income) and investment funds, which the Company pays to the Investor after the purchase of an investment portfolio. Receipt of the dividends is an essential right of the Investor and at the same time it is the principal obligation of the Company to ensure the realization of this right.

**2. SUBJECT OF THE AGREEMENT**

- 2.1. Under this Agreement the Investor transfers the investment funds into the Company's ownership (the purchase of the investment portfolio) in the amount of \_\_\_\_\_ and the Company agrees to pay the dividends to the Investor for the using of the investment funds by the Company in the manner and on terms, determined by this Agreement.
- 2.2. The Company uses the investment funds for the purchase of shares of objects of the entrepreneurial activity in its sole discretion, in order to obtain the Company's income and payment of dividends to the Investor.
- 2.3. The investment funds are returned by the Company at the end of the investment period with the dividends.

**3. RIGHTS AND OBLIGATIONS OF THE PARTIES**

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3.1. The Investor transfers the investment funds into the Company's ownership, making the deposit in the personal area on the Company's website. The moment of the transfer of the investment funds considered to be the time of purchase of the investment portfolio in the personal area on the Company's website

<https://tresor.capital>

3.2. In accordance with the terms of this Agreement the Investor has the right to receive the dividends timely after \_\_\_\_\_ days.

3.3. The Investor has the right to receive information about all distribution of the dividends in the personal area on the Company's official website.

3.4. The Investor is committed to create a personal account on the official website of the Company and to follow the rules for the use of the system.

3.5. In accordance with the terms of this Agreement, the Company guarantees the timely payout of the dividends.

3.6. In accordance with the terms of this Agreement, the Company is obliged to pay out the dividends which are specified in Sec. 2.4 of this Agreement.

3.7. The Company is committed to provide the opportunity for the Investor to receive dividends in the non-cash form on the Investor's request in his (her) personal account.

3.5. The Investor is obliged to provide the impossibility of access for the third parties to the personal account passwords and also to protocols of safety received from TRESOR CAPITAL LTD. In case Investor doesn't fulfill this condition, he has no right to argue the validity of the transactions conducted according to this Agreement.

#### **4. TERM OF THE AGREEMENT**

4.1. The Agreement is concluded for a period of \_\_\_\_ (\_\_\_\_\_) working days and is valid until \_\_\_\_\_, 20\_\_.

4.2. The Parties have determined, that the Agreement was concluded without the right to early termination.

#### **5. WARRANTIES OF THE AGREEMENT**

5.1. The Company guarantees the Investor saving of the investment funds.

5.2. The Company guarantees the Investor timely payout of the dividends.

5.3. The Company guarantees the Investor the right to priority non-coercive recovery of the Company's assets, which consist of the securities, movable and immovable property and other assets of the Company in the case of the violation of the terms of the discharge of obligations.

5.4. The guarantees for this Agreement are valid for the terms of this Agreement.

5.6. The guarantees are valid from the moment the Investor transfers the investment funds into the Company's ownership.

5.7. The guarantees cannot be withdrawn by the Company.

5.8. The Parties shall ensure, that this Agreement is concluded on the favorable terms for the Parties and it is not concluded under the influence of the third parties.

5.9. The Parties shall ensure, that the Agreement is made with the intention of creating of the appropriate legal consequences, and it is not fictitious and does not conceal another transaction.

## **6. LIABILITY OF THE PARTIES**

6.1. The Parties are released from responsibility for partial or complete non-fulfilment of their liabilities under this Agreement, if such non-fulfilment is the result of Force Majeure circumstances that prevent the Parties' fulfil the terms of this Agreement, or any circumstances outside the control of the Parties.

6.2. To cover unforeseen risks, the Company set up the insurance fund.

6.3. Company is committed to provide safety of and bears full legal and financial responsibility to the Investor.

6.4. Company has no right to use Investor's investment funds in other ways besides their target purpose.

## **7. FORCE MAJEURE**

7.1. The Parties are released from responsibility for partial or complete non-fulfilment of their liabilities under this Agreement, if such non-fulfilment was caused by Force Majeure, which arose after the conclusion of the Agreement as a result of extraordinary circumstances, which the Parties could not foresee or prevent.

7.2. In the circumstances, referred to in Sec. 7.1 of this Agreement, each Party must provide written notice to the other Party. The notice should contain information on the nature of the circumstances, as well as official documents, proving the existence of such circumstances and, if possible, giving an assessment of their impact on the possibility of the Parties to fulfil their liabilities under this Agreement.

7.3. If the circumstances, listed in Sec. 7.1 of this Agreement, and its consequences continue to operate more than two months, the Parties should hold further negotiations to find acceptable alternative methods of the execution of this Agreement.

## **8. CONFIDENTIALITY**

8.1. The terms of this Agreement are confidential and should never be disclosed.

8.2 The Company guarantees, that all data of the customers of "TRESOR CAPITAL LTD" is confidential and shall not be disclosed, in accordance with international law.

## **9. DISPUTE RESOLUTION**

9.1. All disputes to this Agreement, that may arise between the Parties, shall be settled through negotiations.

## 10. FINAL PROVISIONS

10.1. Any changes or additions to this Agreement are valid, if they are made in writing and signed by authorized representatives of the Parties.

10.2. This Agreement comes into force from the date of transfer of the Investor's investment funds.

10.3. This Agreement is made in two copies, having equal legal force, one copy for each Party.

## 11. DETAILS OF THE PARTIES

Company:

TRESOR CAPITAL LTD

10 Paddenswick Road, London, London, United Kingdom, W6 0UB

Investor:

## 12. SIGNATURES OF THE PARTIES

FOR THE COMPANY

Name: Eddie Brooks

Title: Director

FOR THE INVESTOR

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

Title: Investor