

Investment Management Agreement
August 2015

Threesixty Elements S.A.
30 de Castro Street, 4519, Road Town,
Tortola, British Virgin Islands, VG1110

elements.vi



Investment Management Agreement dated as of 12th of August, 2015 between **Element ONE Ltd.** and **Threesixty Elements S.A.**

If you have any questions, please contact us at + 44 20 3034 0055 or front@elements.vi.

THIS INVESTMENT MANAGEMENT AGREEMENT is dated as of 12th of August, 2015

BETWEEN

- (1) Element ONE Ltd.(the “**Company**”) having its registered office at G.S.L. Law & Consulting (BVI) Limited of First Floor, Mandar House, Johnson’s Ghut, P.O. Box 3257, Road Town, Tortola, British Virgin Islands; and
- (2) Threesixty Elements S.A. having its registered office at Coverdale Trust Services Limited, Simmonds Building, 30 DeCastro Street, PO Box 4519, Road Town, Tortola, British Virgin Islands (the “**Investment Manager**”).

Capitalised terms used in the preamble and recitals of this Agreement and not otherwise defined therein are defined in Section 1.1(A).

WHEREAS

- (A) The Company is a company incorporated in the British Virgin Islands as a closed ended fund under the laws of the British Virgin Islands.
- (B) The Investment Manager is a company incorporated in the British Virgin Islands and is recognized or is in the process of being recognized as an approved fund manager under the laws of the British Virgin Islands.
- (C) The Company wishes to appoint the Investment Manager as of the Effective Date to provide the services set out herein and the Investment Manager wishes to accept such appointment and perform such services under the terms and conditions as set forth herein.

IT IS HEREBY AGREED AS FOLLOWS:

1. **INTERPRETATION**

1.1 Definitions

- (A) Unless otherwise expressly provided in this Agreement, the following terms used in this Agreement shall have the following meanings:

“**Administrator**” means any administrator of the Company appointed from time to time.

“**Affiliate**” with respect to any specified Person:

- (a) any Person that directly or indirectly controls, is directly or indirectly controlled by or is directly or indirectly under common control with such specified Person;
- (b) any Person that serves as a director or officer (or in any similar capacity) of such specified Person; and
- (c) any Person with respect to which such specified Person serves as a general partner or trustee (or in any similar capacity).

for the purposes of this definition, “control” (including “controlling”, “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“**Agreement**” means this Investment Management Agreement.

“**Directors**” the directors of the Company as may be appointed from time to time.

“Effective Date”	means 12 th of August, 2015.
“Fund Manager Licence”	means a licence issued pursuant to the Investment Business (Approved Managers) Regulations, 2012 of the laws of the British Virgin Islands.
“Investment Program”	means the investment program of the Company described in the [Offering Memorandum].
“Investments”	means cash, investments, equity, securities, debt securities, foreign exchange contracts, financial instruments, derivatives and, without limitation, all other assets of whatsoever kind (whether listed, unlisted, transferable, over the counter, or otherwise).
“Offering Memorandum”	means the Confidential Private Placement (Offering) Memorandum of the Company in respect of Class B Shares in the Company.
“Other Accounts”	means other accounts including investment funds, client accounts and proprietary accounts to which the Investment Manager or any of its Affiliates provide investment services.
“Parties”	means the Investment Manager and the Company.
“Person”	means a natural person, partnership, limited liability company, corporation, unincorporated association, joint venture, trust, state or any other entity or any governmental agency or political subdivision thereof.
“Shareholders”	means the holders of Class B Shares of the Company.
“Transaction Party”	means (i) any broker, Person, firm or company through whom transactions in Investments are effected for the Company; (ii) any Person having custody or possession of the Investments of the Company; (iii) any clearance or settlement system used by the Company; or (iv) any bank or banker to the Company.

1.2 Interpretation and Construction

- (A) In this Agreement, unless a clear contrary intention appears:
- (i) common nouns and pronouns and any variation thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the Person, Persons or other reference in the context requires;
 - (ii) where specific language is used to clarify by example a general statement contained in this Agreement, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates;
 - (iii) “any” shall mean “one or more”; and
 - (iv) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term.
- (B) The language used in this Agreement has been chosen by the Parties to express their mutual intent, and no rule of construction or interpretation requiring this Agreement to be construed or interpreted against any Party shall apply.

2. **APPOINTMENT OF THE INVESTMENT MANAGER**

Subject to the issuing of the Fund Manager Licence to the Investment Manager, as of the Effective Date, the Company hereby appoints the Investment Manager, and the Investment Manager hereby agrees to act, subject to the supervision of the Directors, as the investment manager to the Company and to manage the investment of the cash and other Investments of the Company.

3. **AUTHORITY OF THE INVESTMENT MANAGER**

3.1 In connection with its obligations hereunder, the Investment Manager shall have the authority to invest the cash and other Investments of the Company.

3.2 In connection with its obligations hereunder, the Investment Manager shall have the authority for and in the name of the Company, subject to Sections 3.3, 3.4 and 4, to render, such investment management services and related services to the Company as it may from time to time require in connection with the issue of Class B Shares by the Company and the investment of the cash and other Investments of the Company and the trading, purchase, acquisition, holding, exchange, variation, transfer, sale or disposal thereof and in particular, but without limiting the generality of the foregoing, the Investment Manager shall on behalf of the Company:

- (A) invest and reinvest the cash and other Investments of the Company;
- (B) manage cash balances or invest them directly in any short-term investments, and reinvest any income earned thereon in accordance with the Investment Program;
- (C) trade, purchase, hold, sell (including, if appropriate, sell short or “write” put and call options), transfer, exchange, mortgage, pledge, hypothecate and otherwise act to acquire and dispose of and exercise all rights, powers, privileges and other incidents of title, ownership or possession with respect to Investments held or owned by the Company;
- (D) vote and exercise all contractual and other rights in respect of Investments;
- (E) borrow monies, and pledge and hypothecate Investments and other assets of the Company for such loans, and to lend (with or without security) any Investments or other assets of the Company, or otherwise gear the Investments of the Company;
- (F) engage consultants, attorneys, independent accountants or such other Persons (who may be affiliated with the Investment Manager) as the Investment Manager may deem necessary or advisable, on such terms and for such compensation as the Investment Manager determines to be reasonable; and to give receipts, releases, indemnities, and discharges with respect to all of the foregoing and any matter incident thereto as the Investment Manager may deem advisable or appropriate;
- (G) issue orders and directions to any Transaction Party at which the Company maintains an account with respect to the disposition and application of monies or other Investments of the Company from time to time held by such Transaction Party;
- (H) open, maintain and close accounts, including margin and custodial accounts, with Transaction Parties, which power shall include the authority to issue all instructions and authorisations to Transaction Parties regarding the Investments of the Company;
- (I) pay, or authorise the payment and reimbursement of, commissions;
- (J) combine purchase or sale orders on behalf of the Company together with orders for Other Accounts and allocate the Investments so purchased or sold, on an average price basis, among such accounts. The Investment Manager may enter into arrangements with brokers to open "average price" accounts wherein orders placed during a trading day are placed on behalf of the Company and Other Accounts and are allocated among such accounts using an average price;
- (K) promptly give full and adequate instructions to any Administrator or, any Transaction Party as to deliveries of Investments and payments of cash for the account of the Company provided that

such instructions shall reflect the prevailing market practice in relation to delivery of securities and payments of cash;

- (L) instruct any Administrator or Transaction Party regarding the transfer of funds in respect of expenses properly incurred;
- (M) keep or cause to be kept on behalf of the Company such books, records and statements expressed in such currencies as may be necessary to give a complete record of all transactions carried out on behalf of the Company and such other books, records and statements as may be required by law and shall permit the Company and its agents to inspect such books, records and statements at all reasonable times;
- (N) carry out reviews of the investment portfolio of the Company as the Company may from time to time reasonably require;
- (O) prepare such material and provide such information (other than accounts) for inclusion in annual or other reports of the Company as the Company may from time to time reasonably require;
- (P) advise upon the availability and appropriate source of funds to be utilised by the Company in making distributions;
- (Q) monitor the Investment Program and propose to the Company any changes thereto which it considers necessary or desirable;
- (R) determine whether to exercise any and all rights attaching to Investments of the Company and advise the Company in relation thereto;
- (S) advise the Company and any entity nominated by the Company of all rights or discretionary actions in relation to the Company's Investments including, without limitation, voting rights and of the date or dates by when such rights must be exercised or such action taken;
- (T) act in a manner which the Investment Manager in good faith considers fair and equitable in allocating investment opportunities to the Company;
- (U) enter into any other contracts or agreements (including, without limitation, repurchase agreements, reverse repurchase agreements, swap agreements, derivative agreements, and agreements involving structured products) in connection with any of the foregoing;
- (V) purchase, from or through others, contracts of liability, casualty and other insurance which the Investment Manager deems advisable, appropriate or convenient for the protection of the Investments acquired by the Company or other assets or affairs of the Company or for any purpose convenient or beneficial to the Company, including policies of insurance insuring the Investment Manager and/or the Company against liabilities that may arise out of the Investment Manager's management of the Company;
- (W) file, conduct and defend legal proceedings of any form, including proceedings against Shareholders, and to compromise and settle any such proceedings, or any claims against any person, including claims against Shareholders, on whatever terms deemed appropriate by the Investment Manager;
- (X) waive, reduce, rebate or, by agreement with any Shareholder, otherwise vary any fee to the Investment Manager.
- (Y) in consultation with the Board, and when the Investment Manager believes it is in the Company's best interests, waive or reduce, in whole or in part, any notice period, minimum amount requirement, or other limitation or restriction imposed on the subscription and redemption of Shares; and
- (Z) do any and all acts on behalf of the Company as the Investment Manager may deem necessary or advisable in connection with the maintenance and administration of the Company, and exercise all rights of the Company, with respect to its interest in any Person, including the voting

of Investments, participation in arrangements with creditors, the institution and settlement or compromise of proceedings and other like or similar matters.

- 3.3 The Investment Manager shall, for all purposes hereof, be an independent contractor and not an agent, except as specifically provided herein, or an employee of the Company, and nothing in this Agreement shall be construed as making the Company a partner or co-venture with the Investment Manager or any of its Affiliates or clients. The Investment Manager shall not have authority to act for, represent, bind or obligate the Company, except as specifically provided in this Agreement.
- 3.4 The Investment Manager shall be entitled to delegate all or any part of its duties and responsibilities herein to any Person or Persons and upon such terms as to remuneration and otherwise as it shall determine and in connection therewith may provide information about the Company to any such Person or Persons. The Investment Manager shall not be liable for the acts and omissions of any such delegate provided such appointment shall have been made in good faith. The Investment Manager shall be responsible for the costs of any such delegation including, without limitation, any fees and expenses of the delegate.
- 3.5 The Investment Manager will act in good faith and with due diligence in its choice and use of such delegates and agents and shall retain responsibility for the monitoring and supervision of any third party as may be appointed by it pursuant to this Clause 3. In any event the Investment Manager shall remain responsible for: (i) establishing and reviewing on a regular basis appropriate guidelines and parameters for the general investment strategy to be adopted by such third party when fulfilling the obligations delegated to it and (ii) monitoring and reviewing the investment policy and performance of the Company.
- 3.6 The Investment Manager may retain, in connection with its responsibilities hereunder, the services of others to assist in the provision of services to the Company, but payment for any such services shall be assumed by the Investment Manager, and the Company shall not have any liability therefor; provided, however, that the Investment Manager may retain the services of independent third-party professionals, including, without limitation, attorneys, accountants and consultants, to advise and assist it in connection with the performance of its activities on behalf of the Company hereunder, and the Company, as appropriate, shall bear full responsibility therefor and the expense of any fees and disbursements arising therefrom; provided, further, however, that the provisions of Clause 7 shall govern any claim for exculpation or indemnification made by the Investment Manager.
- 3.7 The Investment Manager may not hold any cash or other Investments on behalf of the Company. The cash and other Investments of the Company will be held by the Company or by any Person as may be engaged for such purpose by the Company.
- 3.8 The Investment Manager undertakes to obtain and maintain all necessary licenses and consents which may be required to carry on its business.
- 3.9 It is noted that the [Administrator], directors or specially appointed officers of the Company shall maintain, for and on behalf of the Company, anti-money laundering procedures (the "**Share Procedures**") in relation to:
- (A) identification and verification of the investors in the Company;
 - (B) record keeping in relation to the verification of identity of investors and subscription and redemption transactions effected; and
 - (C) internal controls and communication for the ongoing monitoring of investors in the Company to the extent practicable based on information received by the Investment Manager in the regular discharge of the services.
- 3.10 The Investment Manager agrees to discharge the procedures referred to in the relevant provisions of the Anti-Money Laundering and Terrorist Financing Code of Practice, 2008 of the British Virgin Islands, being procedures to (1) identify and report suspicious activity, (2) monitor and ensure internal compliance with AML/CFT laws, and (3) test the AML/CFT system (the "**BVI AML Procedures**"). In maintaining the BVI AML Procedures, the Investment Manager shall:

- (A) provide to the British Virgin Islands Financial Services Commission ("FSC") and the Company, upon request, written evidence of its suitability to perform the relevant functions on behalf of the Company;
- (B) subject to applicable legislation and regulations, provide identification information obtained and held with respect to the investors to FSC, upon request, and to the British Virgin Islands Financial Investigation Authority and/or other law enforcement authorities, upon lawful request;
- (C) provide the Company or its authorised agents with information which they may reasonably require to satisfy themselves of the reliability of the Investment Manager's systems and procedures;
- (D) notify the Company of the identity of the Money Laundering Reporting Officer and Compliance Officer applicable to the business of the Company from time to time; and
- (E) generally comply with its own obligations pursuant to the Anti-Money Laundering Regulations and maintain procedures in accordance with those obligations.

4. INVESTMENT POLICIES

4.1 In respect of the activities undertaken by the Investment Manager on behalf of the Company under this Agreement, the Investment Manager shall use all reasonable skill and care at all times to conform to and act in accordance with the requirements imposed by the following:

- (A) any provisions of applicable law;
- (B) the Investment Program; and
- (C) such policies as may be adopted from time to time by the Company; *provided, however*, that the Investment Manager shall not be bound by any such policies, unless and until it has been given notice thereof in accordance with Section 10.7.

4.2 No warranty is given by the Investment Manager as to the performance or profitability of the investment portfolio of the Company or any part of it.

5. REMUNERATION OF THE INVESTMENT MANAGER

5.1 In consideration of its services hereunder, the Investment Manager shall be entitled to receive remuneration as more particularly set out in the Schedule A. The Investment Manager shall bear responsibility for its own operating and other expenses. For the avoidance of doubt, the Company shall be responsible for all costs and expenses as set forth in the Offering Memorandum.

5.2 The Investment Manager will be responsible for the fees of any Person to whom it delegates any of its duties and functions. The stated fees shall be the whole amount owing to the Investment Manager and shall be inclusive of all sales taxes. The Investment Manager shall be responsible for any taxes (including sales taxes) in respect of its fees.

5.3 Upon the termination of this Agreement pursuant to Section 8, the Investment Manager shall be entitled to receive all fees and expenses accrued and due prior to the termination of this Agreement.

6. OBLIGATIONS OF THE COMPANY

6.1 The Company undertakes to obtain and maintain all necessary licenses and consents which may be required to carry on its business.

6.2 Upon the reasonable request of the Investment Manager, the Company shall provide or procure the supply to the Investment Manager such information which is reasonably necessary for the Investment Manager to properly perform its duties hereunder.

7. LIABILITY OF THE INVESTMENT MANAGER

- 7.1 Neither the Investment Manager, its members, directors, shareholders, officers, employees and affiliates, nor their respective legal representatives (each, an “Indemnified Party”), shall be liable to the Company or its shareholders for any acts or omissions, or any error of judgment or for any loss suffered by them in connection with the management of the Investments of the Company or other services of the Investment Manager to the Company, except those resulting from the wilful default, fraud or gross negligence of the Indemnified Party. An Indemnified Party will not be liable for any losses resulting from trading errors and similar human errors, except such losses resulting from fraud, wilful default or gross negligence of the Indemnified Party. Trading errors might include, for example, keystroke errors that occur when entering trades into an electronic trading system or typographical or drafting errors related to derivative contracts or similar agreements. Each Indemnified Party will not be liable in respect of any act or omission of any Transaction Party. An Indemnified Party may consult with counsel and accountants in respect of the Company’s affairs and shall be fully protected and justified in any action or inaction which is taken in accordance with the advice or opinion of such counsel or accountants, provided that such counsel or accountants were selected with reasonable care. The foregoing provisions (as well as the indemnification provisions described below) shall not be construed to relieve any Indemnified Party of any liability, to the extent that such liability may not be waived, modified or limited under applicable law, but shall be construed so as to effectuate these provisions to the fullest extent permitted by law.
- 7.2 The Company shall, to the fullest extent permitted by law, indemnify and hold harmless each Indemnified Party, from and against any and all losses, liabilities, damages, expenses or costs suffered, incurred or sustained by such Indemnified Party by reason of the fact that it, he or she is or was an Indemnified Party, except those resulting from such Indemnified Party’s wilful default, fraud or gross negligence. The Company shall advance to an Indemnified Party, reasonable attorneys’ fees and other costs and expenses incurred in connection with the defence of any action or proceeding which arises out of such conduct or alleged conduct. In the event that such an advance is made by the Company, the Indemnified Party must agree to reimburse the Company to the extent that it is finally determined that it, he or she was not entitled to such indemnification.
- 7.3 The Investment Manager shall be entitled to rely absolutely upon and shall not incur any liability in respect of any action taken or thing suffered in good faith in reliance upon any paper or document believed to be genuine and to have been sealed or signed by the proper parties or be in any way liable for the forged or unauthorised signature or seal affixed to any document and in discharging its duties hereunder the Investment Manager may, in the absence of manifest error, rely without enquiry upon all information supplied to it by the Company or any of its directors, officers, servants, employees or agents. The Investment Manager may accept as sufficient evidence of any instruction, notice or other communication given to it by the Company or any of its directors, officers, servants, employees or agents any document or paper signed or purporting to be signed on behalf of the Company by such Person or Persons whose signature the Investment Manager is for the time being authorised to accept.
- 7.4 The Investment Manager shall send to the Company as soon as possible all notices of claims, summonses or writs which it receives from third parties in relation to the affairs of the Company and no liability of any kind shall be admitted and no undertaking given nor shall any offer, promise or payment be made or legal expenses incurred by the Investment Manager in relation to any such claim, summons or writ without the written consent of the Company.
- 7.5 The Investment Manager shall not be required or entitled to take any legal action on behalf of the Company or otherwise in respect of its services hereunder other than on such terms as the Investment Manager may in its absolute discretion agree and unless fully indemnified to its reasonable satisfaction for all costs and liabilities in connection therewith.

8. **TERMINATION**

- 8.1 This Agreement shall remain in full force and effect until terminated:
- (A) by the Investment Manager or the Company upon 120 days’ prior written notice by the terminating Party to the other Party;
 - (B) by the Investment Manager or the Company at any time upon written notice by the terminating Party to the other Party if such other Party (the “**Defaulting Party**”) shall:

- (i) commit any material breach of this Agreement or commit persistent breaches of this Agreement which is or are either incapable of remedy or have not been remedied within 30 days of receipt of written notice by the Defaulting Party;
 - (ii) be unable to pay its debts as they fall due or otherwise become insolvent or enter into any composition or arrangement with or for the benefit of its creditors or any class thereof;
 - (iii) be the subject of any petition for the appointment of an examiner, administrator, trustee, official assignee or similar officer to it or in respect of its affairs or assets;
 - (iv) have a receiver appointed over all or any substantial part of its undertaking, assets or revenues;
 - (v) be the subject of an effective resolution for its winding up except in relation to a voluntary winding up for the purposes of reconstruction or amalgamation upon terms previously approved in writing by the notifying Party; or
 - (vi) be the subject of a court order for its winding up or liquidation;
- (C) by the Company in the event that the Investment Manager is no longer permitted to perform its obligations under applicable law.

9. DEALINGS OF THE INVESTMENT MANAGER

- 9.1 The Investment Manager, its members, directors, shareholders, officers, employees and affiliates (the “Management Group”) may engage, simultaneously with their activities on behalf of the Company, in other businesses, and may render services similar to those described in this Agreement for Other Accounts, and shall not by reason of such engaging in other businesses or rendering of services for others be deemed to be acting in conflict with the interests of the Company. The Management Group, in their individual capacities, may be shareholders, partners, directors, employees, agents or officers of the Company but shall not be deemed thereby to have interests that are in conflict with the interests of the Company.
- 9.2 The Investment Manager may have certain conflicts of interest relating to the services it provides hereunder or otherwise.

10. GENERAL PROVISIONS

- 10.1 Force Majeure: Notwithstanding anything herein contained, if after the execution of this Agreement there shall come to the attention of the Investment Manager such a change in national or international financial, political or economic conditions, currency exchange rates or exchange controls, or other laws or regulations as would, in its opinion, restrict the ability of the Investment Manager to carry out its duties and functions hereunder, it may elect, by notice to the Company given at any time (after consultation with the Company if such consultation is reasonably believed by the Investment Manager to be practicable), to treat such change as (except as otherwise specifically provided herein or therein) releasing and discharging the Investment Manager from all further obligations under or pursuant to this Agreement.
- 10.2 Confidentiality:
- (A) Save as otherwise required by order of any court having lawful jurisdiction, the Parties shall not disclose nor divulge any information received during the performance of this Agreement relating to the business of the other, and the Investment Manager shall not disclose nor divulge any information relating to the identity, business, finances or affairs of any holder of shares in the Company (other than its Affiliates).
 - (B) Clause 10.2(A) shall not prevent the disclosure of information by either party to its auditors, legal advisers, regulatory authorities, or otherwise where so required by compulsion of law or the rules of such regulatory authorities or in the proper performance of their respective duties or as agreed between the parties in writing.

- (C) Clause 10.2(A) shall not apply to information which is in the public domain otherwise than due to a breach of this Clause 10.2.
- 10.3 Arm's-Length Agreement: Each of the Parties represents and warrants to the others and agrees that this Agreement constitutes an arm's-length agreement among them.
- 10.4 Severability: If any provision of this Agreement is invalid or unenforceable under any applicable law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such applicable law. Any provision of this Agreement which may be held invalid or unenforceable under any applicable law shall not affect the validity or enforceability of any other provisions of this Agreement, and to this extent the provisions hereof shall be severable.
- 10.5 Governing Law - Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the British Virgin Islands. The Parties each hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the British Virgin Islands.
- 10.6 Limitations on Reference to Investment Manager: The Company shall not distribute or circulate any sales literature, promotional or other material which contains any reference to the Investment Manager without the prior approval of the Investment Manager. If the Investment Manager ceases to furnish services to the Company, the Company at its expense:
- (i) as promptly as practicable, shall take all reasonable action to cause the Company's documents to be amended to eliminate any reference to the Investment Manager; and
 - (ii) within 60 days after the date as of which the Investment Manager ceases to furnish services to the Company, shall cease to use in any other manner, including use in any sales literature or promotional material, the name of the Investment Manager.
- 10.7 Notices: Every notice to be given hereunder shall be in writing and shall be expressed to be a notice given hereunder and shall be deemed duly given:
- (A) upon being left on a business day at the address set out in this Agreement of the party to whom it is being given or at such other address as such party shall have previously communicated by notice to the party giving such first mentioned notice; or
 - (B) upon receipt if posted by prepaid registered post to the address set out in this Agreement of the party to whom it is being posted, or such other address as such party shall have previously communicated by notice to the party giving such first mentioned notice; or
 - (C) upon receipt if transmitted on a business day by facsimile or email to the correct facsimile number or email address, as applicable, of the party to whom it is being transmitted (or on the next business day following receipt, if transmitted on a day that is not a business day);
- provided that where the notice has been transmitted by facsimile or email the party who has transmitted it shall (without prejudice to the validity of the notice given) send a copy of the notice by courier or prepaid registered post to the party to whom it has been transmitted to that party's address set out in this Agreement or to such other address as such party shall have previously communicated by notice to the party giving such first mentioned notice.
- 10.8 Entire Agreement: This Agreement and the Schedules contain all of the terms agreed upon or made by the Parties relating to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the Parties, oral or written, respecting such subject matter.
- 10.9 Amendments and Waivers:
- (A) No provision of this Agreement may be amended, modified, waived or discharged except as agreed to in writing by the Parties. The failure of a Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

- (B) No single or partial exercise of any right, power, privilege or remedy under this Agreement shall prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy.
- 10.10 **Binding Effect; Assignment:** This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and their respective successors and permitted assigns and shall also inure to the benefit to each Indemnified Party. No party may assign or delegate, by operation of law or otherwise, all or any portion of its rights, obligations or liabilities under this Agreement without the prior written consent of the other Party, except as expressly provided for herein.
- 10.11 **Headings:** The table of contents and the headings of the Sections of this Agreement are for convenience of reference only, and are not to be considered in construing the terms and provisions of this Agreement. References to “Section” in this Agreement shall be deemed to refer to the indicated Section of this Agreement, unless the context clearly indicates otherwise.
- 10.12 **Counterparts:** Counterparts may be executed through the use of separate signature pages or in any number of counterparts with the same effect as if the Parties executing such counterparts had all executed one counterpart.
- 10.13 **Survival:** The provisions of Section 5 (only to the extent that fees, if any, are earned by the Investment Manager prior to the termination of this Agreement), 7, 10.2, 10.5, 10.6, 10.9 and 10.10 shall survive the termination of this Agreement in accordance with their respective terms.

IN WITNESS WHEREOF the Parties have executed this Agreement as a deed on the respective dates specified below with effect from the date specified on the first page of this document.

Element ONE Ltd.

By: _____

Name:

Title: Director

THREESIXTY ELEMENTS S.A.

By: _____

Name:

Title: Director

Schedule A. Fees

In consideration of its services under the Investment Management Agreement, the Investment Manager shall be entitled to receive remuneration as follows below. Capitalized terms used herein and not otherwise defined will have the same meaning as set forth in the Offering Memorandum.

Management Fees

The Management fee is 2% per annum of the NAV annual average. The payment of the management fee shall be made no more than once per quarter.

Incentive Fees

25% of the amount of NAV growth for the calendar year, free and clear of the “minimum risk-free rate”, which shall be determined according to the agreement between the Investment Manager and the Fund no less than once per year. Payment of the Incentive Fees shall be made once a year within the term additionally agreed upon by the Parties.

Schedule B. Hurdle Rate Agreement №2016/01
Dated 01.01.2016

- (1) Element ONE Ltd. (the “Company”) having its registered office at G.S.L. Law & Consulting (BVI) Limited of First Floor, Mandar House, Johnson’s Ghut, P.O. Box 3257, Road Town, Tortola, British Virgin Islands; and
- (2) Threesixty Elements S.A. having its registered office at Coverdale Trust Services Limited, Simmonds Building, 30 DeCastro Street, PO Box 4519, Road Town, Tortola, British Virgin Islands (the “Investment Manager”) agrees on the following:

In consideration of its services under the Investment Management Agreement, the hurdle rate is set to 5% for the period starting from 1st January 2016 till 31st December 2016. The hurdle rate may be changed during the mentioned period with additional agreement between the Company and the Investment Manager.

IN WITNESS WHEREOF the Parties have executed this Agreement as a deed on the respective dates specified below with effect from the date specified on the first page of this document.

Element ONE Ltd.

By: _____

Name:

Title: Director

THREESIXTY ELEMENTS S.A.

By: _____

Name:

Title: Director