

PROFIT SHARE and ACKNOWLEDGEMENT OF RISK / Friday, 12 November AD 2021

Between:

-/-

("The Client")

And:

Juristic Person: EnFoid LLC (legal representative of SwingFish)

Natural Person: Mario Hennenberger (sole proprietor of EnFoid LLC)

(Together hereinafter referred to as "EnFoid")

§1 Purpose

This Memorandum of Understanding (MOU) extends the Lenders MOU that comes with every EnFoid Lenders account (EnFoid account).

By adding the functionality to assign available funds from the EnFoid account towards SwingFish Profit-Share, defines the process and risk.

§2 Scope

This MOU is only applicable to funds allocated to "SwingFish Profit-Share" by the client.

Other funds in the clients EnFoid account are not affected by this agreement in any way.

§3 Relationship to SwingFish

SwingFish is a NON-Profit Community project, created and operated by EnFoid.

Funds allocated to Profit-share are not directly allocated to the SwingFish project, but the ROI on the SwingFish (FX Intraday only) activities is used to calculate returns from Profit share.

§4 Contract term

By default this Contract is valid for 1 year.

The Client can opt for "long term" for 3 Years.

This contract renews automatically, unless the client requests termination no later as 30 days before the current term ends. Early termination results in a reduction of profit split to 50%. (§15 for details)

§5 Acknowledgment of Risk

The client agrees that the predefined amount (10%) can be lost due to speculative activities carried out. Any larger risks will be compensated by EnFoid before the term ends.

§6 Currency

All Funds allocated to profit-share are in US Dollars.

In case the clients currency is not in US Dollar, FX spot rate of the time is used for value and profit split calculations.

§7 Allocation of funds

EnFoid manage the possession and storage of funds received exclusively.

No funds provided by the Client shall be physically stored, traded, dealt or managed in any account opened under the Clients name.

10% of the amount will be reserved in the "Vault" of the EnFoid account, and will receive interest for the time being as agreed in the TOS of the EnFoid Lenders account, and will be available for return at the end of term.

§8 Acceptance of funds

The client can add Funds to any given time, they will, once settled, add to the profit calculations on the following day.

Additions must be at least 15% of the already allocated amount.

EnFoid reserves the right to refuse and return newly made additions to the EnFoid account if the allocation doesn't support and ensure safe handling, this is to ensure the expected returns are happening without losses on transactions or other logistical issues.

§9 Return of funds

Funds are returned to the EnFoid account once the contract is ended.

§9.1 grease period in case of losses

EnFoid is granted a 45 Day grease period in case of absolute losses had occurred at the end of the term. After that time, EnFoid is required to return the 90% as agreed.

The Client can opt out and request the return of the current balance instead.

§10 Profit Split

Standard Split is 67% of the monthly ROI generated by SwingFish Day-trading activity.

Long term split is set to 75% with minimum term length set to 3 Years.

Early Termination split is set to 50%.

§11 Fees

There is no other fee besides the profit split.

§12 Payments

Profit Split is calculated and paid on every 10th of the Month, regardless of when the contract starts. Calculation of profits does apply daily as long the funds are allocated.

Profits paid to the EnFoid account they will be subject to weekly interest calculations, earning the rate that is agreed on the client's EnFoid account as long as they stay.

§13 Transfers

All transfers made from and to the EnFoid account only.

External transfers have to go through the clients EnFoid account.

§14 Proof of ROI

ROI is documented in a internal database, as Livestream recordings on Youtube, in the SwingFish blog, and on the clients EnFoid account.

Due to the nature of account management, ever changing accounts & balances, copy trading, spontaneous re-allocation for event based activities and others, the client acknowledges that there is no balance sheet or track record for speculative activity provided, and waive the right to receive proof of activity, statistics or any other values other than the publicly available ones for the ROI.

§15 Trial

Thee Trial is set for the first 6 Months or this contract.

After the trial ends, the Client has the option to "cash out" (canceling this MOU). in that event the profit split will be readjust to 50%.

During the trial, amount's required for readjustments will be held in the EnFoid Lenders "vault" in the Clients EnFoid account. Receive full interest and Dividends during that time. Once Trial is complete (month 7) this funds will be free for the Client to use.

§16 Security

Funds are secured via third-party financial institutions, such as brokers and banks either on-line and offline.

This agreement is subject to the suspensive condition that EnFoid's obligations are secured by a surety that correctly binds EnFoid as surety and co-principal debtor.

§17 Liability

The client waives the liability requirement for 10% of the allocated funds as "Risk Capital" as stated in paragraph 20 of the Lenders MOU.

The Client acknowledge that parts of this document do override paragraphs of the EnFoid Lenders MOU, acknowledges and accept this as fact.

§18 the Whole MOU

This MOU is valid as is until a written agreement to make amendments has been drafted, reviewed, confirmed and mutually agreed to by both parties.

any and all amendments need to be in written form, (including an amendment to agree on non-written forms of agreements)

If parts of this MOU become invalid, the whole rest of the MOU stays intact as such.

Hereby agreed to and signed at _____ (place) on this _____ (day, month, year)

This MOU comprises a total of __ pages (including all appendix and documents attached hereto)

EnFoid / Mario Hennenberger:

(Signature of Mario Hennenberger)

Client:

(Signature of Client)
