PIPWALLET MANAGED TRADING SERVICES AGREEMENT

(Performance-Fee Based Trading Management Service)

This PipWallet Managed Trading Services Agreement ("Agreement") is made and entered into on this ____ day of ________________, 20____, ("Effective Date") by and between:

PIPWALLET, a business operating in Kenya, of P.O. Box _____________, Nairobi, represented by ______________________ ("PipWallet", "the Company", "we", "us");
and ____

_____________________________, of National ID/Passport No. _____________, of P.O. Box/Address _____________________ ("the Client", "you"). ____

PipWallet and the Client may each be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

A. PipWallet has developed and operates a proprietary trading system ("the PipWallet System" or "the System") designed to execute trades on the XAUUSD (Gold) instrument on the MetaTrader 5 ("MT5") trading platform on behalf of its clients.

B. The Client wishes to engage PipWallet to apply the System to a live trading account opened and funded solely by the Client with a licensed broker of the Client's choosing (Pepperstone being the preferred and recommended broker), in exchange for a share of the trading profits generated, on the terms set out below.

C. The Parties confirm that at no point does PipWallet take custody, possession, or control of the Client's funds. The Client retains full, exclusive, and continuous ownership and control of the trading account and all funds within it at all times.

D. The Parties wish to record their full agreement in writing so that there is no ambiguity as to the rights, obligations, risks, and fee arrangement between them.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Definitions

1. "Trading Account" means the live MT5 trading account opened by the Client, in the Client's own name, with a broker of the Client's choice.
2. "Login Credentials" means the MT5 login number and investor/read-only and/or master password issued by the broker to the Client for the Trading Account.
3. "Trading Week" means the period from 00:00 (EAT) on the Monday the gold market opens to 23:59 (EAT) on the Friday the gold market closes for that calendar week, as determined by the broker's server time.

4. "Weekly Net Profit" means the positive difference between the Trading Account's closing equity at the end of a Trading Week and its equity at the start of that same Trading Week, after all trades for that System have been closed, and adjusted for any deposits or withdrawals the Client made during that week in accordance with Clause 5.6.
5. "Performance Fee" means the 40% share of Weekly Net Profit payable to PipWallet under Clause 5.
6. "System" means PipWallet's proprietary trading technology (including all versions, updates, and configuration files) used to analyse and execute trades on the Trading Account on the Client's behalf.

2. Nature of the Arrangement — No Custody of Funds

7. PipWallet does not, at any time, accept deposits, hold, control, or have withdrawal access to the Client's funds. The Client's funds remain at all times in the Trading Account held directly between the Client and the Client's chosen broker.
8. PipWallet's role is limited strictly to configuring and running the System on the Trading Account, using the Login Credentials supplied by the Client, for the sole purpose of automated trade execution.
9. Nothing in this Agreement shall be construed as PipWallet acting as a fund manager, portfolio manager, custodian, broker-dealer, or investment advisor holding client assets. This Agreement is a private, individually negotiated performance-fee arrangement for the use of automated trading software, and is not a collective investment scheme.
10. The Client acknowledges that PipWallet is not currently licensed by the Capital Markets Authority (CMA) of Kenya or any other financial regulator, and that the Client has entered into this Agreement on that basis and out of the Client's own free will and due diligence. The Client is encouraged to seek independent legal and financial advice before signing.

3. Client Account & Access

11. The Client shall, at their own cost, open a live MT5 trading account with a licensed broker of their choice (Pepperstone recommended) and fund it with a minimum of USD 200 (or its equivalent), being the minimum deposit required for effective operation of the System. There is no maximum deposit limit, as the System is capable of trading larger account sizes.
12. The Client shall provide PipWallet with the MT5 Login Credentials for the Trading Account. PipWallet operates its own dedicated VPS (Virtual Private Server) infrastructure, pre-configured with MT5 and the System ready to onboard client accounts. PipWallet shall add the Trading Account's Login Credentials to this existing VPS setup so the System can begin trading. At no point does the Client install MT5 or any software on their own device, and at no point does PipWallet access, use, or configure anything on the Client's own device or machine. All configuration and operation of the System takes place entirely on PipWallet's own VPS infrastructure. Provision of the Login Credentials for this purpose does not transfer any ownership, withdrawal rights, or control over the Client's funds to PipWallet.
13. The Client shall not change the account password without first notifying PipWallet in writing, manually intervene in open trades, or alter the account's leverage/margin settings without

PipWallet's prior written consent, as such actions may affect trading outcomes for which PipWallet cannot then be held responsible.

14. The Client is solely responsible for ensuring sufficient account balance/margin is maintained to support the System's trading activity, and for the confidentiality of their own Login Credentials. PipWallet is responsible for the security and maintenance of the VPS infrastructure on which the System is hosted.
15. Where the Client withdraws funds mid-week that reduce the account below the level needed for the System to operate safely, PipWallet reserves the right to pause trading until notified that the account has been topped up.

4. Services Provided by PipWallet

16. PipWallet shall onboard the Client's Trading Account onto PipWallet's existing, pre-configured VPS infrastructure (already running MT5 and the System), monitor its operation, and apply reasonable updates, fixes, and parameter adjustments as it deems necessary to maintain the System's intended strategy.
17. PipWallet shall provide the Client with reasonable access to weekly performance information for the Trading Account for the purpose of calculating the Performance Fee under Clause 5.
18. PipWallet does not guarantee uninterrupted operation of the System and may pause or stop trading for maintenance, updates, adverse market conditions, broker-side issues, or force majeure events under Clause 12.

5. Performance Fee — Calculation

19. The Performance Fee is calculated on a weekly basis, at the close of each Trading Week.
20. PipWallet shall determine the Weekly Net Profit made on the Trading Account for that Trading Week by reviewing the account's trading history and equity, which the Client agrees PipWallet shall have visibility of (via investor-password access or an equivalent reporting tool) for this sole purpose.
21. Where the Trading Week closes with a Weekly Net Profit: the Client retains 60% of that Weekly Net Profit, and 40% of that Weekly Net Profit is payable to PipWallet as the Performance Fee.
22. Where the Trading Week closes flat or in a net loss (i.e. no Weekly Net Profit), no Performance Fee is payable to PipWallet for that Trading Week under any circumstances, and PipWallet shall not seek payment for a loss-making week.
23. Losses in one Trading Week are not carried forward to reduce or offset Performance Fees owed for a subsequent profitable Trading Week (no "high-water mark" clawback applies), unless the Parties expressly agree otherwise in writing.
24. If the Client deposits additional funds into or withdraws funds from the Trading Account during a Trading Week, the Weekly Net Profit calculation for that week shall be adjusted to exclude the effect of that deposit or withdrawal, so that the Performance Fee reflects trading profit only and not capital movements.

25. PipWallet's calculation of Weekly Net Profit, based on the broker's own account statement/trading history, is binding, save for manifest error, which the Client must raise in writing within 48 hours of receiving the weekly figure.

6. Payment of the Performance Fee

26. Within three (3) business days of the end of each Trading Week, PipWallet shall notify the Client in writing (e.g. WhatsApp, email) of the Weekly Net Profit and the resulting Performance Fee due, if any.
27. Whenever the Client withdraws any funds from the Trading Account, the Client shall pay PipWallet the Performance Fee corresponding to the profit portion of that withdrawal within one (1) day of making the withdrawal, by bank transfer, mobile money (M-Pesa), or such other payment method the Parties agree, to the payment details PipWallet provides.
28. Where the Client fails to pay a Performance Fee within one (1) day of a withdrawal as required under Clause 6.2, PipWallet shall pause the System on the Trading Account with immediate effect. The System shall remain paused, and shall not resume trading, until the outstanding Performance Fee is paid in full.
29. Notwithstanding Clause 6.2, if any Performance Fee remains outstanding and unpaid for more than thirty (30) days from the date it was first notified under Clause 6.1 (whether or not the Client has withdrawn funds in that period), the Client shall pay that outstanding Performance Fee within one (1) day of PipWallet's written demand, failing which the System shall be paused on the same basis as Clause 6.3.
30. As PipWallet has no access to the Client's Trading Account funds, the Client bears full responsibility for making timely payment of any Performance Fee due out of their own funds.
31. Where a Performance Fee remains unpaid for more than ten (10) business days after the System has been paused under Clause 6.3 or 6.4, PipWallet may, at its sole discretion and without further notice: (a) remove the System from the Trading Account entirely; (b) treat this Agreement as terminated for cause; and/or (c) pursue recovery of the unpaid amount as a debt due, including through legal action, together with any reasonable costs of recovery.
32. All amounts payable under this Agreement are exclusive of any applicable taxes. Each Party is responsible for its own tax obligations (including any income tax or VAT) arising from amounts received under this Agreement.

7. Risk Disclosure — No Guaranteed Returns

The Client acknowledges and accepts the following before signing:

- Trading XAUUSD (Gold) and other financial instruments on margin carries a high level of risk and may result in the loss of all or more than the funds deposited.
- The System has historically closed approximately 80–90% of Trading Weeks in profit, based on independently audited trading records. This figure reflects audited historical performance only and is NOT a guarantee, promise, or warranty that the System will achieve the same or any result in any future week, month, or period.

- Past performance is not indicative of future results. Markets are unpredictable, and losing weeks, losing streaks, or account drawdown can and will occur.
- PipWallet makes no representation that the System will be profitable in any given week, month, or at all, and the Client should only allocate funds to this Trading Account that the Client can afford to lose in full.
- The Client entering into this Agreement is a fully informed decision made after the Client's own independent assessment of these risks.

8. Client Obligations

33. Provide accurate broker Login Credentials and promptly notify PipWallet of any changes to them.
34. Fund the Trading Account with an amount the Client has independently decided upon and can afford to lose.
35. Not interfere with the System's operation, and not run other conflicting automated systems or manual trades on the same account without PipWallet's prior written consent.
36. Review the weekly profit/loss notification promptly and raise any dispute within the timeframe in Clause 5.7.
37. Pay the Performance Fee when due, in accordance with Clause 6.
38. Keep the terms of this Agreement, and any proprietary information about the System's strategy or logic disclosed to the Client, confidential.

9. Intellectual Property & Confidentiality

39. The System, including its source code, strategy logic, algorithms, and any related documentation, is and remains the sole and exclusive property of PipWallet. Nothing in this Agreement transfers any ownership or licence of the System to the Client beyond its use on the Trading Account for the term of this Agreement.
40. The Client shall not copy, decompile, reverse-engineer, resell, sub-license, or share the System or its underlying strategy logic with any third party.
41. Each Party shall keep confidential the terms of this Agreement and any non-public information received from the other Party in connection with it, save where disclosure is required by law or to the Party's professional advisors.

10. Term & Termination

42. This Agreement has no fixed term and takes effect on the Effective Date.
43. Either Party may terminate this Agreement at any time, with immediate effect, by written notice to the other Party (including via WhatsApp or email).
44. On termination, PipWallet shall remove the System from the Trading Account as soon as reasonably practicable (and in any case within 24 hours of notice), and the Client's obligation to pay any Performance Fee already accrued and due for a completed profitable Trading Week prior to termination shall survive termination.
45. Termination does not affect any rights or obligations that accrued prior to the date of termination.

11. Limitation of Liability

46. The Client acknowledges that all trading decisions executed by the System are automated and that market conditions, broker execution, slippage, spreads, swaps, connectivity issues, and platform downtime are outside PipWallet's control.
47. PipWallet shall not be liable to the Client for any trading losses, loss of profit, loss of opportunity, or any indirect or consequential loss arising from the operation of the System, save where such loss arises directly from PipWallet's gross negligence or wilful misconduct.
48. PipWallet is not responsible for, and shall have no liability arising from: the acts, omissions, insolvency, or platform failure of the Client's chosen broker; internet or power outages or failures affecting the broker's servers or infrastructure outside PipWallet's control; or the Client's own interference with the Trading Account. PipWallet shall, however, be responsible for maintaining and securing its own VPS infrastructure on which the System is hosted.
49. Nothing in this Agreement excludes or limits liability for fraud or for any liability that cannot be excluded or limited under the laws of Kenya.

12. Indemnity

50. The Client shall indemnify and hold PipWallet harmless from any claims, losses, or costs arising from the Client's breach of this Agreement, provision of inaccurate account information, or unauthorised interference with the System's operation.

13. Force Majeure

51. Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement where such failure or delay results from circumstances beyond that Party's reasonable control, including but not limited to internet/power outages, broker system failures, extreme market volatility/illiquidity, government action, or acts of God.

14. Governing Law & Dispute Resolution

52. This Agreement is governed by and shall be construed in accordance with the laws of the Republic of Kenya.
53. In the event of any dispute arising out of or in connection with this Agreement, the Parties shall first attempt in good faith to resolve the dispute through mediation, with a mutually agreed mediator, within thirty (30) days of one Party notifying the other of the dispute in writing.
54. If the dispute is not resolved through mediation within that 30-day period (or such longer period as the Parties may agree), either Party may refer the dispute to final and binding arbitration in accordance with the Arbitration Act (Kenya), seated in Nairobi, before a single arbitrator agreed by the Parties or, failing agreement, appointed by the Chartered Institute of Arbitrators (Kenya Branch).
55. The arbitration proceedings and award shall be confidential, and the arbitrator's decision shall be final and binding on both Parties.

15. General Provisions

56. Entire Agreement: This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior discussions, representations, or agreements, whether oral or written.
57. Amendment: This Agreement may only be amended by written agreement signed by both Parties.
58. Severability: If any provision of this Agreement is found unenforceable, the remaining provisions shall continue in full force and effect.
59. No Waiver: A failure by either Party to enforce any provision shall not be treated as a waiver of that provision.
60. Notices: Any notice under this Agreement shall be validly given if sent in writing to the contact details (phone/email/WhatsApp) provided by each Party below.
61. Independent Relationship: Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between the Parties.

SIGNED by the Parties:

For and on behalf of PIPWALLET

Name: ____

Signature: ____

Date: ____

Phone/Email: ____

THE CLIENT

Name: ____

National ID/Passport No.: ____

Signature: ____

Date: ____

Phone/Email: ____