

INVESTMENT AGREEMENT

THIS INVESTMENT AGREEMENT is made

BETWEEN:

(1) EUROPEAN CREDIT INVESTMENT BANK LTD (Licensed Labuan Investment Bank No. 090099BI), a Labuan Investment Bank duly incorporated in Malaysia under the laws of Labuan Companies Act 1990 and having its registered address Level 3B, Main Office Tower, Financial Park Labuan, Jalan Merdeka 87000, Labuan Federal Territory, Malaysia (**“the Company”**);

AND

(2) MARVEL CAPITAL HOLDINGS LIMITED (Company No.: LL16265), of Lot 2 (a), Level 4 Wisma Lazenda, Jalan Kemajuan, 87000 Labuan FT. Malaysia (hereinafter referred to as (**“the Promoter”**));

AND

(3) The Investor whom details and registration was provided when signing up at the Company’s website (**“the Investor”**);

WHEREAS

- A. The Company is a licensed investment bank which is regulated by Labuan Financial Services Authority.
- B. The Promoter has engaged the Company’s services and assistance to launch their product namely Global AU Fund (**“the Product”**) wherein the Company shall act as Custodian for the funds collected by the Promoter for the Product;
- C. The Investor is desirous to invest in the Product;
- D. The Promoter is the sole authorised marketing arm to promote the Product and to engage with investors from all countries who are interested to invest in the Product.

NOW IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided, the following words and expressions shall have the following meaning:-

1.1.1 “Agreement” means this Investment Agreement;

1.1.2 “Custodian” means European Credit Investment Bank whom was appointed by the Company to safeguard the investment sum for the Product / Investment.

- 1.1.3 “Investment” means the Product which is managed by the Company and invest the funds to generate returns to the Investor
- 1.1.4 “Product” means the Global AU Fund investment product marketed and/or promoted by the Promoter
- 1.1.5 “Promoter” means **MARVEL CAPITAL HOLDINGS LIMITED (Company No.: LL16265)** which has sole exclusive marketing rights to promote and market the Product
- 1.2 The headings of each the provisions herein contained are inserted merely for convenience of reference and shall have no legal effect and do not affect the interpretation of this Agreement.
- 1.3 The term 'Party' or 'Parties' includes (in the case of a corporation or limited company) its respective successors-in-title, assigns and nominee and (in the case of a natural person) his respective heirs, personal representatives and assigns and where two or more persons are included in the term used this Agreement, shall bind such persons jointly and severally.
- 1.4 Words importing the masculine gender are deemed and taken to include the feminine and neuter genders.
- 1.5 Words importing the singular number also include the plural and vice versa.
- 1.6 All references to Recitals and Clauses shall be to recitals and clauses of this Agreement.
- 1.7 All references to statutes and provisions of statutes include such statutes and provisions as modified or re-enacted.
- 2 ELIGIBILITY FOR REGISTRATION AS INVESTOR**
- 2.1 Procedure to join as an Investor
- a) Interested entity must first sign up as Investor through our website;
 - b) Individuals must be 18 years old or above;
 - c) Upon successful registration, the accounts must be kept confidential.
- 2.2 Registration Processes
- a) Read and accept the terms and conditions;
 - b) Complete the information required (Important: **MUST** provide actual information);
 - c) Complete all forms provided;
 - d) The Promoter and/or Company shall reserve all rights and discretion to request for more information and/or documents (if any) from the Investor.
- 2.3 Application by Foreign Investor
- a) Such Investor shall ensure compliance with the laws of their jurisdiction and the Company shall not be held responsible for any such breaches;
 - b) The Company shall reserve its right to make any such offer to the Investor in event it breaches any laws, regulations and/or by-laws of the Investor’s jurisdiction;

- c) The Company shall not be held responsible for any such breaches and/or non-compliance by the Investor;
- d) By accepting the terms and conditions, the Investor hereby represent and warrant that they are in compliance with the laws, regulations and by-laws of their jurisdiction.

3 RELATIONSHIP BETWEEN THE PARTIES

- 3.1 Account holders (“Users”) shall remain as Investor until and/or unless the account is terminated or suspended.
- 3.2 The Investor have adequate opportunity to consult with their own attorney and accountant regarding all legal, accounting and tax consequences of this Agreement.
- 3.3 The Company does not participate in any campaign to solicit for registrations of account and investments.
- 3.4 The Promoter is conducting the marketing, promotion and communication regarding the Product.

4 MODE OF COMMUNICATION

- 4.1 Any enquiries can be made via our Online Customer Service available at our website upon successful registration of account.

5 THE INVESTMENT PROCESSES AND PROCEDURES

- 5.1 Details and information of the Product can be viewed at the website and selected at ease.
- 5.2 All transactions will be detailed out wherein proof of payment shall be provided upon successful transaction and/or remittance.
- 5.3 The Investor understands that all investment shall be done at own risk and discretion **AND THAT** the Promoter shall in no way recommend any investment to the Investor.
- 5.4 All transaction shall be done vide the custodian account set up by the Company.

6 PRODUCT AND RENEWAL

- 6.1 The tenure for each investment shall be for a period of one (1) year from the date of approval of the investment and are yearly renewable which is applicable to all products by the Company.
- 6.2 The Investor shall top up an additional sum of twenty five percent (25%) of the initial capital to renew the investment package.
- 6.3 The top up can be done vide online transfer (T/T), credit card, debit card, USDT or KRS token.

7 CANCELLATION

- 7.1 In the event the Investor does not wish to renew, the balance sum available in the account shall be processed and refunded to the Investor.

- 7.2 Any cancellation within seven (7) days from the date of approval of the investment shall be subjected to a deduction of United States Dollar Fifty-One (USD51) only being the administrative fees.
- 7.3 In the event of cancellation after seven (7) days from the date of approval of the investment before the expiry of the tenure, the Investor shall only be entitled to a refund of seventy five percent (75%) of the capital (“the Refund Sum”).
- 7.4 Notwithstanding Clause 7.3 above, the Refund Sum shall be subjected to a deduction of twenty percent (20%) being the charges for redemption fee AND a further deduction of United States Dollar Fifty-One (USD51) only being the administrative fees charges.
- 7.5 Upon cancellation, parties shall not have any further claim against one another.

8 PAYABLE FEES AND CHARGES

- 8.1 A fee of five percent (5%) shall be chargeable for any refund and withdrawals done by the Investors. The Investors are allowed to withdraw according to the currencies held at the time of withdrawal. This Clause 8.1 shall only be applicable for refund and withdrawals of capitals invested by the Investor.
- 8.2 Notwithstanding Clause 8.1 above, any withdrawals of profits (apart from the capital amount), can be done in any other currencies available on the platform.

9 Taxation and Gains

- 9.1 The Investor have adequate opportunity to consult with their own attorney and accountant regarding all legal, accounting and tax consequences of this Agreement.
- 9.2 The Company and its agents and/or employees make no representations or guarantees of any kind whatsoever regarding the consequence or profitability of this investment to the Investor AND THAT the Investor shall bear all risk of the investment.
- 9.3 Each party shall be responsible for the taxes including any declaration of profits and/or losses from the investment to their respective governing bodies.
- 9.4 The Company shall neither withhold any taxes on behalf of the Investor nor provide any statement or information in respect of tax liabilities.

10 CURRENCY CONVERSION RATE

- 10.1 All transactions shall be done in United States Dollar (USD) denominations.
- 10.2 Any other currencies shall automatically be converted to USD.
- 10.3 The Company shall not be liable for any exchange rate losses resulted from the conversion to USD **AND THAT** any fee chargeable shall be borne by the Investor.

11 TERMINATION OF ACCOUNT

- 11.1 The Company and/or Promoter reserves the right to terminate any account belonging to the Investor if found to have breached any of the terms and conditions mentioned above.

11.2 Upon termination, the Investor shall be barred from making any further transaction and Clause 7.3 above shall apply.

12 PRIVACY NOTICE

12.1 The Company hereby warrants that any information and data collected from the Investor as a result of the registration shall comply strictly with any existing laws, regulations and by-laws i.e. Personal Data Protection Act.

12.2 The Company further warrants that any information and data collected from the Investor shall be used specifically for the purposes of the Company's usage and is never intended for any 3rd Party.

12.3 The Company may revise its privacy policy without notice by posting the amended privacy policy on the Company's website. The Investor shall periodically review the website to be aware of changes.

12.4 Any concern in regards to the Company's Privacy Notice may be directed to enquiry@globalau.fund.

13 INFORMATION

13.1 Any materials and information provided in the brochures and websites are solely projected and in no way a guarantee or indication of any particular investment results nor shall be construed as any form of advice.

13.2 The Investor shall seek independent financial advice for any investment made and that any such usage of information and materials from our website shall be at the Investor's own risk. The Company shall not be responsible for any losses suffered by the Investor as a result of such information and materials.

13.3 The Company shall in no way provide any advice and/or recommendation to the Investor on any investment made.

14 NON-SOLICITATION

14.1 Any information in regards to the Product shall be provided upon request by the Investor and the Company shall in no way solicit or provide offers to the Investor.

15 DEFAULT BY THE PARTIES

15.1 Either party may terminate this Agreement immediately by providing a written notice to the other party if:

(i) either party had breached any term of this Agreement which (in the case of a breach capable of being remedied) shall not have been remedied within seven (7) days of a written request to remedy the same; and

(ii) either party had become insolvent, liquidated or bankrupt, has an administrator, receiver, liquidator appointed or ceases to continue business for any reason;

15.2 Upon termination, Clause 7 above shall apply.

15.3 This Clause 15 shall survive the termination and shall not be construed as waiver of rights for either Party against any liability whatsoever.

16 CONFIDENTIALITY

16.1 The existence as well as the terms and conditions of this Agreement, and any information exchanged between the parties (including their respective representatives or advisors) during the negotiation and/or pertaining to the Investment and the operation of the Investment, shall be kept strictly confidential by each Party. The Parties shall neither use in any form nor disclose to any third party any confidential information unless explicitly authorized by the other Party.

17 FORCE MAJEURE

17.1 Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other party.

18 ENTIRE AGREEMENT

18.1 This Agreement constitutes the entire agreement and supersede any earlier agreements negotiations and/or understanding between the Parties hereto. Parties hereby further declares that it has entered into this Agreement without relying on any representations or warranties made;

18.2 By reading the terms and conditions of this Agreement and by executing this Agreement, the Investor hereby expressly agrees to any modification and/or amendments to this Agreement in the future by the Company and/or Promoter.

18.3 Nothing in this Agreement, and nothing done in pursuance of this Agreement, will create or be deemed to create a joint venture, partnership, relationship of principal and agent or contract of employment between the parties and neither party shall have any authority to bind the other in any way save as expressly provided in this Agreement.

18.4 Neither Party will hold himself out as a partner of or agent for the other Party, and each Party agrees to indemnify the other and to keep him indemnified against all claims, demands, proceedings, costs and liabilities in respect of the activities or business of the indemnifier in relation to this Agreement.

19 TIME

19.1 Time wherever herein mentioned shall be deemed to be of the essence of this Agreement. Notwithstanding anything stated herein to the contrary, no extension of time shall be deemed to be binding on either Party unless the same is given in writing by the Party granting the extension of time.

20 NOTICE

20.1 How notices may be given

Any notice or other communication to be given or served by either of the parties hereto on the other under the provisions of this agreement shall be in writing and may be delivered given or sent by:-

- (a) hand;
- (b) mail (ordinary, registered or A.R.registered), postage prepaid;
- (c) facsimile; or
- (d) electronic mail (e-mail)

to the other party at its address set out in this Agreement or to his last known address or, if sent by facsimile, to the facsimile number that is given by such other party from time to time or, if sent by e-mail, to the e-mail address last notified by the intended recipient to the sender.

20.2 When notice taken as given

A notice is taken as given by the sender and received by the intended recipient:-

- (a) if posted, three (3) business days after posting;
- (b) if faxed, on completion of transmission,
- (c) if e-mail, after successful transmission (as evidenced by a proper transmission report) or when the recipient confirms receipt of the e-mail,

but if delivery or receipt is on a day which is not a business day or is after 5.00 p.m. at the place of delivery or receipt, it is taken as given at 9.00 am on the next business day.

20.3 Change of address, fax number or e-mail address

A party may change its address, fax number or e-mail address for notices by giving notice to the other party.

20.4 If notice not received

A notice that is posted is valid even if the intended recipient does not receive it or it is returned unclaimed to the sender.

20.5 Notice by solicitors

Any notice hereunder shall be deemed to be sufficiently given if sent by a respective party's solicitors on that party's behalf to the other party.

21 SURVIVAL OF RIGHTS, DUTIES AND OBLIGATIONS

21.1 Termination of this Agreement for any cause shall not release a Party from any liability which at the time of termination has already accrued against him prior to such termination.

22 DISCLAIMER

22.1 All information and materials on the website or brochures are published in good faith and are provided on an “as is” and “as available” basis for general information only.

22.2 The Company does not warrant the truth, accuracy, adequacy, completeness or reasonableness of the information and materials contained in or accessed through our website or brochures and expressly disclaims liability for any kind, implied, express or statutory (including but not limited to, warranties of title, merchantability, satisfactory quality, non-infringement of third-party intellectual property rights, fitness for a particular purpose and freedom from computer virus and other malicious code), is given in conjunction with such information and materials, or the website in general.

22.3 All investments are highly speculative in nature and involves substantial risk of loss. The Company encourages the Investor to invest prudently and to obtain advices from professional investment advisors and to make independent investigation, valuation and verification before acting on information or materials contained in the Company’s published materials.

22.4 Past performance is not necessarily indicative of future results. All investments carry significant risk and all investment decisions of an individual. There is no guarantee that the systems, indicators, or signals will result in profit or that they will not result in a full loss or losses. All investors are advised to fully understand all risks associated with any kind of investing they choose to do.

22.5 The Company, the Promoter and their advisors, agents, directors, employees, business partners or affiliates shall not be liable to the Investor or any other party for any damages, losses, expenses or costs whatsoever (including without limitation, any direct, indirect, special, incidental or consequential damages, loss of profits or loss of opportunity) arising in connection with the use of the Company’s online services, reliance of any information and materials contained on the website or brochures or advices given, regardless of any the form of action. The Investor fully understands and agrees that the Company shall not be held responsible for any loss, damages or liability incurred to the investment as a result of any such information, materials and/or advices given.

22.6 Under no circumstances shall the Company be liable regardless of the form of action for any failure of performance, system, server or connection failure, error, omission, interruption, breach of security, computer virus, malicious code, corruption, delay in operation or transmission, transmission error or unavailability of access in connection with the Investor’s access to the website and/or usage of online services.

23 MISCELLANEOUS

23.1 Any information and/or documents made available in the website belongs strictly to the Company. Any unauthorised usage of the materials by any Parties (apart from the Company) which will cause harm and/or damages to the Company is strictly prohibited;

- 23.2 Any request, notice and/or demand required or permitted to be issued or served hereunder, unless specifically specified otherwise, shall be in writing duly signed by any of the authorised signatories of the Party issuing such request, notice or demand or a firm of solicitors purporting to act for such Party and any notice to the respective Party shall be sufficiently served if addressed to such Party and despatched personally or left at or sent by registered post or sent by email to such Party's address given herein or to the last known address of such Party or to such other address as such Party may notify from time to time hereafter for the service of any request, notice and/or demand.
- 23.3 The provisions of this Agreement shall not be construed or taken to constitute a partnership between the Parties or either Party to be an agent of the other party or an authority to either party to represent or bind or pledge the credit of the other party in any way.
- 23.4 If any provision of this Agreement is found to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions of this Agreement shall continue in full force and effect.
- 23.5 This Agreement shall ensure to the benefit of and be binding upon the parties and their respect heirs, executors, administrators, assigns and nominee.
- 23.6 This Agreement is governed and construed in accordance with the laws of Malaysia and that the parties submit to the non-exclusive jurisdiction of the Malaysian courts.
- 23.7 No failure, relaxation, forbearance, delay or indulgence by Investor in enforcing any of the terms and conditions of this Agreement or the granting of time shall prejudice affect or restrict the rights powers and remedies either Parties have hereunder nor shall any single or partial exercise of any right, power or remedy prevent any further exercise of such or any other rights, powers or remedies. Acceptance of the payments of any other moneys or otherwise shall not be deemed to operate as a waiver by either Party of any right of action in respect of any breach of any of the covenants, undertakings, obligations, restrictions, terms, conditions, agreements and stipulations on the part hereunder or of any subsequent or any continuing breach.
- 23.8 The Investor irrevocably and unconditionally agrees to be bound by all the terms of this Agreement by ticking the box confirm that he has read and fully understood the terms and conditions stipulated hereinabove.
- 23.9 The Company shall provide dual languages i.e. English and Mandarin version of this Agreement to the Investor. In the event of inconsistencies, the English version shall prevail.