

DADA BROTHERS GROUP

Investment Management Agreement

2026

1. Parties and Effective Date

This Investment Management Agreement (the "Agreement") is made on _____ 2026 (the "Effective Date") between:

Manager: Abdul Dada Brothers Groups, a company incorporated under the laws of the Republic of Türkiye, registration number 113027, with registered/head office at Caglayan Mah., Barinaklar Blv., 2056 Sk., No. 62, Utes Is Merk., D4, Muratpasa, Antalya, Türkiye (the "Manager"); and

Investor: _____, of _____ (the "Investor").

The Manager and Investor are together referred to as the "Parties".

2. Purpose and Scope

The Investor appoints the Manager, subject to applicable law and the terms of this Agreement, to manage or facilitate the deployment of funds into digital-asset and cryptocurrency-related transactions or strategies that the Parties have agreed are within the mandate.

This Agreement replaces references in the prior form to Initial Coin Offerings (ICOs) as the exclusive investment activity. No particular asset, exchange, token, strategy, or transaction is guaranteed to be used.

3. Investment Amount and Funding

Initial investment amount: USD _____ (or equivalent in another agreed currency).

The Investor shall fund only through payment instructions formally provided by the Manager. The Manager shall maintain transaction records sufficient to identify amounts received, deployed, returned, and any realized profit or loss attributable to the Investor.

No additional payment, top-up, tax, fee, commission, network charge, or other amount shall be represented as mandatory unless it is actually due under this Agreement, disclosed to the Investor, and supported by an identifiable basis.

4. Investment Risk and No Guaranteed Return

The Investor acknowledges that digital assets are volatile and may experience rapid and substantial changes in value. Trading, custody, liquidity, technology, counterparty, regulatory, operational, and cybersecurity risks may result in partial or total loss.

Past performance, projections, examples, dashboard figures, or target returns are not guarantees of future results.

Unless a separate written guarantee is expressly set out in this Agreement or a signed schedule, the Manager does not guarantee:

- a minimum monthly or annual return;
- that the Investor will make a profit;
- that losses will be limited to any fixed percentage; or
- that the Manager will reimburse market losses.

Any performance target used in communications must be clearly identified as a target or estimate and not as a guaranteed return.

5. Manager Duties

The Manager shall act in good faith, exercise reasonable care and diligence, maintain appropriate records, and carry out the agreed mandate in accordance with applicable law.

The Manager shall not knowingly provide false or misleading information concerning balances, profits, withdrawals, taxes, fees, exchange requirements, or the status of an Investor's funds.

The Manager may use third-party exchanges, custodians, wallet providers, payment providers, or other service providers where reasonably required. Third-party service risks remain subject to Section 4.

6. Investor Duties and Representations

The Investor represents that:

- the information and identification documents supplied are accurate and current;
- the funds invested are lawfully owned or controlled by the Investor and are not proceeds of unlawful activity;
- the Investor has had an opportunity to ask questions and understands the risks described in this Agreement;
- the Investor will comply with reasonable KYC, AML, sanctions-screening, and source-of-funds requests; and
- the Investor will promptly notify the Manager of changes to contact details or other material information.

7. Fees, Costs and Taxes

Management fee: _____.

Performance fee/commission (if any): _____.

Other agreed charges (if any): _____.

No fee or commission shall be charged unless it is disclosed in this Agreement or subsequently agreed in writing.

Each Party is responsible for its own tax obligations except where applicable law expressly requires otherwise. Nothing in this Agreement should be interpreted as a representation that investment profits are automatically net of all government taxes or levies.

8. Statements, Dashboard and Records

The Manager may provide an online dashboard, statements, transaction histories, or other account records. These records should distinguish deposits, withdrawals, open positions, closed positions, realized profit/loss, and current balances where applicable.

An open trade or unrealized position is not treated as realized profit or loss until it is closed and recorded as such.

9. Withdrawals and Return of Funds

The Investor may submit a withdrawal or termination request in writing or through an approved account process. The Manager shall process valid requests within the period reasonably required for verification, settlement, liquidity, banking, blockchain, compliance, and third-party processing.

The Agreement does not promise a fixed seven-day return period unless the Parties insert and approve such a period here: _____.

A withdrawal must not be conditioned on payment of a fabricated tax, release fee, verification deposit, wallet activation charge, or similar amount. Legitimate charges, if any, must be disclosed and supported.

10. KYC, AML and Compliance

The Manager may request identity, address, source-of-funds, source-of-wealth, sanctions-screening, or other compliance information where reasonably necessary. The Investor authorizes reasonable processing of such information for compliance and account administration.

The Manager may delay or refuse a transaction where required by applicable law, a competent authority, or a documented compliance concern.

11. Confidentiality and Data Protection

Each Party shall take reasonable steps to protect confidential information received from the other. Personal information shall be processed only for legitimate business, contractual, compliance, security, and legal purposes and retained only as reasonably necessary or required by law.

12. Conflicts and Third Parties

The Manager shall disclose material conflicts of interest that could reasonably affect the Investor's interests. The Manager is not responsible for losses caused solely by the independent failure of a third-party service provider where the Manager exercised reasonable care in selecting and using that provider, subject to applicable law.

13. Term and Termination

This Agreement begins on the Effective Date and continues until terminated in accordance with this Section.

Either Party may terminate the Agreement by written notice. Termination does not eliminate rights or obligations that accrued before termination, including outstanding fees, compliance obligations, unsettled transactions, or amounts properly due to either Party.

Following termination, the Manager shall provide a final reconciliation and return available funds after completion of necessary settlement, verification, and lawful deductions.

14. Notices

Formal notices may be delivered by email, courier, or other written method agreed by the Parties.

Manager email: _____.

Investor email: _____.

Each Party shall notify the other of material changes to its address or contact information.

15. Entire Agreement and Amendments

This Agreement and any schedules expressly incorporated into it constitute the entire agreement between the Parties concerning its subject matter. Amendments must be in writing and accepted by both Parties, except for administrative or compliance updates that applicable law permits to be made otherwise.

16. Governing Law, Language and Disputes

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Türkiye.

The competent courts of Türkiye shall have jurisdiction over disputes arising from or relating to this Agreement, subject to any mandatory rules of applicable law.

If Turkish and English versions are executed, the Parties shall specify which language controls in the event of inconsistency: _____.

Where notarization, sworn translation, mediation, arbitration, or another formal process is required by applicable law or agreed by the Parties, the Parties shall comply with that requirement.

17. No Waiver and Severability

A failure or delay by either Party to enforce a right does not constitute a waiver of that right. If any provision is held invalid or unenforceable, the remaining provisions shall continue to the extent permitted by law.

18. Signatures

By signing below, each Party confirms that it has read and understood this Agreement, had the opportunity to obtain independent legal and financial advice, and agrees to be bound by its terms.

MANAGER	INVESTOR
Name: _____	Name: _____
Title: _____	ID/Passport: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

Schedule A - Commercial Terms

Investment amount: _____

Base currency: _____

Management fee: _____

Performance fee/commission: _____

Target return (if any; not guaranteed unless expressly stated as guaranteed in a signed term):

Withdrawal processing terms: _____

Approved investment mandate / restrictions: _____

Other agreed terms: _____