



ANNUAL REPORT 2023

VEGA-FUNDS

admin@vega-funds.com
www.vega-funds.com



36 Oswald Road, Scunthorpe,
England, DN15 7PQ



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Vega-Funds

Over the past years, Vega-Funds has redefined customer service standards and created diverse service delivery channels through strategic financial investment models. Within four (4) years, Vega-Funds has demonstrated its resilience irrespective of the business/economic cycle and witnessed growth in virtually all areas. Its growth is driven principally by strategic business focus and a conservative business model. The Group has a stable and experienced management team that is well positioned for strong execution leading to significant market share opportunities.

Today, Vega-Funds is undoubtedly, one of world's largest Bitcoin Miners by market capitalization, profitability and total assets. Our branding has been anchored on continued investment in people, technology and cutting-edge mining facilities. The combined intellectual capital and dedication of the staff, Management and Board have shaped Vega-Funds into the world-class institution that it is today.

From inception **Vega-Funds** clearly set out to distinguish itself in the Cryptocurrency industry through its service quality, drive for a unique customer experience and the caliber of its customer base. Over the years the Vega-Funds brand has become synonymous with leadership in the use of optimal mining facilities and trading strategy. We have also been associated with

'1, Innovation

'1, Impressive financial performance

'1, Stable and dedicated traders

'1, Highly skilled personnel

'1, State of the art Mining

facilities '1, Strategic

distribution channels '1,

High returns on

investments

In Mining and general innovation in the Crypto-currency Industry.



The Group serves its customers through a variety of business location spread across Australia, Europe, Asia and NorthemAmerica. Alongside a total of 19 Mining terminals around the world.

In line with advances in technology, the firm has also invested heavily in electronic and digital channels including mining terminals, and as a result there has been an exponential upsurge in the volume of transactions consummated over our mining terminals.

Vega-Funds has remained a Tier 1 mining firm and is adequately capitalized to meet and even surpass all our customers' needs and expectations. The firm has efficiently deployed its competitive edge of excellent customer services, size, brand name, sophisticated mining terminals, stable management as well as motivated workforce, strong capital and liquidity base in order to effectively compete in the digital finance landscape. Today, Vega-Funds is easily associated with attractive ROI and highly efficient mining terminals.





CHAIRMAN'S NOTE TO INVESTORS

Distinguished Clientele,

Year 2022 was a year we strove to break all previously set records we originally set. In a fairly new field as Crypto-currency mining, one would expect it to be as sailing through uncharted waters, truth be told, it was seemingly so. We rested on the shoulders of our seasoned miners and traders to blaze the trail for others to follow.

And needless to say, how well we faced with that. In 2021, we anticipated a 10% increase in revenue in 2022; we exceeded our expectations by a 3% increase due to our optimized model for operations which include running the farm on 60% solar energy.

Moving forward, we anticipate the completion of a new 150sqm2 mining facility in Ottawa. This would surge a 2.3% increase in dividend when fully operational. We also seek to mine new promising coins with volatility index pitched above 75%. At optimal performance, a quarterly growth of 6% is expected and annual growth in net profit of 22.5%.

We appreciate your trust and support and implore you also embark on this jolly-ride to wealth and sustainability. We assure you of our consistency and alacrity to continue making the best of investments with your funds like we have always done in the past. We look forward to a good business year.



BUSINESS FOCUS

The Firm's core business segments provide a broad range of mining/trading to a diverse range of customers which include corporates, financial institutions, investment funds, governments and individuals.

- These packages include:
 - Crypto-currency Mining
 - Crypto-currency Trading
 - Vega-Funds Shareholding , Vega-Funds members Loans

Crypto-Currency Mining

Bitcoin mining in its simplest term is the practice of adding transaction records to Bitcoin's public ledger of previous transactions or block chain. This ledger of previous transactions is called the block chain as it is a chain of blocks. The block chain serves to confirm transactions to the rest of the network as having taken place. Bitcoin miners help keep the Bitcoin network secure by approving transactions. Mining is an important and integral part of Bitcoin that ensures fairness while keeping the Bitcoin network stable, safe and highly secured.

Market Trends

There is hardly any player in the cyberspace who is not transacting with Crypto-currency or hosting digital payment system on their platform. This goes to show that sooner than later, Crypto-currency and digital payment system will become the most used payment system in the globe.

Our Competitive Advantage

The level of competition in the Crypto-Currency and a digital payment system industry does not in any way depend on the location of the business since most people that mine bitcoin can operate from any part of the world and still effectively compete in the industry.

We are quite aware that to be highly competitive in the Crypto-Currency and digital payment system industry means that we are able to deliver consistent quality and result oriented services.



BUSINESS FOCUS CONT'D

Vega-Funds are core professionals who are licensed and highly qualified bitcoin miners and traders in the United Kingdom, Europe, Asia and Australia.

Crypto-Currency Trading

One of our major goals of starting Vega-Funds is to build a business that will survive off its own cash flow without the need for injecting finance from external sources once the business is officially running.

Vega-Funds make sure that the right foundation, structures and processes are put in place to ensure that our trading strategies are top-notch. Our company's corporate culture is designed to drive our business to greater heights and training and re - training of our traders is at the top burner of our business strategy.

As a matter of fact, profit-sharing arrangement will be made available to all our investors at the end of the trading year and it will be based on their accumulated dividends and accruals for a period determined by the stipulation of the selected plan. With all these is put in place, we been able to successfully hire and retain the best hands we can get in the industry; they will be more committed to help us build the business of our dreams.

Our new strategies and improvements are further outlined in the succeeding sessions. We intend to optimize the diversity of our traders for the mutual goal of higher yields on investments. We recently developed a working model that at optimal utilization would see a substantial improvement in our ROI. Howbeit in beta testing stages, the results so far have been laudable and positive.

Vega-Funds is uniquely positioned to be the bridge between the investors and the vibrant Cryptocurrency ecosystem. With our vast rolodex of connections, we have the ability to create mutually beneficial investments between companies. Having in-depth experience with dynamics across all stages of the business spectrum from trading through Mining, we seek to maximize potential returns on investment.



BUSINESS FOCUS CONT'D

Vega-Funds Loans

Vega-Funds Loans is a macro-loan service program that we hope to grow bigger in order to compete favorably with other macro-loan service program in the industry both in the United Kingdom and on a global stage. We understand the need to create a solid business structure and design investors-friendly programs that will aid in making Vega-Funds the in the thriving Cryptocurrency investment industry.

Our loans however are for investors that meet up certain criteria mostly in investing values. The loan limit is determined by the amount invested in the firm.

The Vega-Funds loan is designed such that if an individual seeks to obtain a loan, the minimum capital needed for obtaining a loan of the amount requested is invested. After which a request for the loan is made and is disbursed after review, the loan is repaid by the accruals from the returns on investment. Afta the offsetting of the loan, the subsequent accruals can then be made available to the investor until the expiration or termination of the investment plan.

Vega-Funds Loans ranges from **One Hundred Thousand Dollars to Five Hundred Thousand Dollars (\$100,000.00 - \$500,000.00)**. For eligibility for the Vega-Funds Loan, a minimum investment of **Twenty Thousand Dollars (\$20,000)** is required. Vega-Funds loan program takes the burden of outrageous collaterals and high interest rates off the shoulders of our investors while availing them the opportunity of offsetting their loans without paying for it directly. General improvements in our financial models will see a reduction in the processing time for loans, we hope to achieve a 35% cut in waiting time as well as increasing the loan range for institutional funding and also micro-funding programs. Our projections suggest a 42% increase in loans request for 2021.

Loans can also be offset by referral commissions. This implies that clients with sufficient referrals can hasten the repayment of their loan by paying with their accruals from referrals. Company's existing investors with good investment record are also eligible to apply for a loan.



BUSINESS FOCUS CONT'D

Vega-Funds Shareholding

Vega-Funds has identified and targeted the Crypto-currency market economic priorities for investment and growth and is now actively supporting this sector with the establishment of needed infrastructure, appropriate policies, investment incentives, shareholding opportunities and other economic benefits.

Vega-Funds offers many productive and attractive opportunities for expansion, collaboration and partnering with local firms. Aside from these specific opportunities, Vega-Funds also offers a number of overall competitive advantages for the Crypto-Currency sector. First and foremost are its cost advantages. Labor costs are significantly lower when compared to competing firms. Electricity costs, which are a major input for apparel production, are also very low due to Vega-Funds vast solar and hydro power resources.

Our shares are valued at \$50,000 per unit. Vega-Funds shareholders would be entitled a monthly dividend of 10% of the company's earnings. Additional benefits for investors include unrestricted company's access, monthly trading and mining earnings statement, policy making opportunities and company incentives to ensure the success of your investment. We believe that, together, these benefits make Vega-Funds the number one for investment in the Cryptocurrency trading/Mining industry

The previous year saw an increase in the number of major shareholders increase from twenty-four (24) to thirty-two (32) with investments valued at over two million dollars. This is a laudable feat. However, we seek to increase our market capitalization to hit ten million dollars benchmark both in trading capital and assets. Our shareholders investments are fully insured.



OUR VISION

"To build the Vega-Funds brand into a reputable international financial institution recognized for innovation, superior customer service and performance while creating premium value for all stakeholders"

OUR MISSION

*"Our **MISSION** is to be the world's leading Investment platform for digital assets. Offering the largest trading/Mining operations platform in the world, while using technological advancements to build a radically better financial system"*





INVESTMENT PLANS

In a bid to integrate every financial class in the fight for sustainability, we boast of the largest mining/trading range in our diverse plans.

All our plans come with a personal financial advisor and full VIP experience during tours on our mining farms and a chance to interact with our experienced traders/miners. We also boast of the quickest processing time in withdrawal of dividends allocated to our ever-teeming number of clients.

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CRYPTOCURRENCY TRADING

OUR TRADING STRATEGY

Over the years we have sought to not just improve our mining prowess but also the efficiency of our traders and models for more successful spotting of either a bullish or bearish trend so as to make the right call. Countless trading drills and new trading simulations are set up fortnightly to maintain and eventually surpass our benchmarks.

The inclusion of the short selling option upped the trading returns by up to 21.02% in 2019. This surge increased our dividends to investors by a 2.8% for investments above \$50,000. In 2021, coins with wide spreads and predictable volatility would be added to our trading radar, these and many other refined measures would place Vega-Funds at a leading distance.

TRADING PLANS

Standard Plan:

This plan is suitable for **newbies** that are scared of trying the waters with both legs, it comes with a dedicated experienced counselor. The investment capital range is from **(\$50-\$499)**. The duration of this contract is **(24 hours)** and has a **5% daily ROI**.

Magnate Plan:

This model was designed to satisfy the needs of a trading **enthusiast**. It offers a wider spread option and an investment capital range of **(\$500- \$999)**. The duration of the contract and ROI stands at **(24 hours)** and **8% daily ROI**.



TRADING PLANS CONT'D

Platinum Plan:

This gives room for those who are **pros** in the trading world or switched trading platforms or Vega-Funds investment plans. The investment capital range is **(\$1,000 - \$4,999)**. It also has a **ROI of 12% daily ROI** and contract duration of **(36 hours)**.

Executive Plan:

This gives room for those who are **masters** in the trading world or switched trading platforms or Vega-Funds investment plans. The investment capital range is **(\$5,000- \$9,999)**. It also has a **ROI of 15% daily** and contract duration of **(48 hours)**.

Premium Plan:

This package is exclusive for **veterans** in investment, it comes with a copy trading advantage and has its investment capital span to be **(\$10,000- \$Unlimited)** and **22% daily ROI**. The contract duration is **72hrs (3 days)**.

All our plans/packages are dependent on attaining the minimum requirements stipulated and not on the investor's trading/mining expertise as we are responsible for trading/mining and also disbursement of dividends to investors.

It is also worthy to note that all our packages/plans offer a 100% reimbursement of the initial invested capital when the specific duration of the contract elapses. However, the client is at liberty to reinvest.

CERTIFICATION

No: 4698

رقم: 4698

شهادة تأسيس

CERTIFICATE OF INCORPORATION

The Registrar of Companies and Establishments of The Central Bank of United Arab Emirate Corporation Certifies that

ويشهد بذلك مسجل الشركات والمؤسسات لدى مصرف الإمارات العربية المتحدة المركزي

VEGA-FUNDS

أموال فيجا

Is formed as a company with Limited liability under registration No. 4698 on this day 24th April 2018 and all the requirements under under the provisions of Law No.(8) of 2006 establishing The Central Bank of United Arab Emirate Corporation and its amendments have been satisfied.

تم تأسيسها كشركة ذات مسؤولية محدودة بموجب التسجيل رقم 4698 بتاريخ هذا اليوم 24 أبريل 2018 وجميع المتطلبات بموجب الأحكام وعلى القانون رقم (8) لسنة 2006 بإنشاء البنك المركزي العربي المتحد وقد تمت الموافقة على مؤسسة الإمارات وتعديلاتها.

Issued under the seal of the Registrar of Companies and Establishments The Central Bank of United Arab Emirate Corporation

تصدر بختم مسجل الشركات والمؤسسات مصرف الإمارات العربية المتحدة المركزي



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CERTIFICATION

Corporate Finance Institute®



Be it known by all those present, that the board of directors of the Corporate Finance Institute® have conferred upon

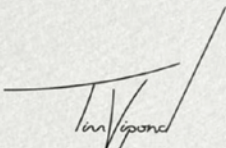
VEGA-FUNDS

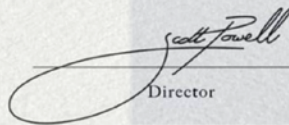
the designation of

FINANCIAL MODELING & VALUATION ANALYSTS (FMVA®)

with all the rights, privileges and honors everywhere pertaining to that degree. In testimony whereof we have hereunto subscribed our names on




Chair of the board


Director


Director

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CERTIFICATION



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ANNUAL REPORT

PROFIT DISTRIBUTION

BITCOIN WALLET	REFERENCE NUMBER	DEPOSIT (\$)	PAYOUT (\$)
713v93LptN9 1Kkc6jLTWHMmSJW37qD4EsVfV 1EosBCCRu	45656544	19,000	25270
L5RdQf6iMApGj8rPDy7Sa7HbYsqR3fPHcNGAedZSNm 36Djtr4	54567567	23,555	31328.15
3D2oetdNuZUqQHPJmcMDDHYoqkyNVsFk9r kW3eEHqdgr4r	54664665	46,779	62216.07
3D2oetdNuZUqQHPJmcMDDHYoqkyNVsFEFMMei8p MD k9r	56545780	45,678	60751.74
KwDjhkPUpTeHfaWZjaW3G5YExwEYrVeuSf14frz7Znq dzERRE	78754764	40,000	53200
1Gnqd9s1FeexV6bAHb8ybZjqQMjJrcCrHGW9sb6uFnc NoVq	67568857	3,000	3990
cRTGvL8NdHpy446YqmRNXb4fSPbnQXtthTHHmZtro mfTsefc	67857867	12,000	15960
CWy5iozY8rZtFwVgahKy3rDMUi4Aaq842qJcTGMAtxV qwT9	95465465	3,488	4639.04
BFy4uze18ZXQ1Ck3mYGkd2T183hmJGRuTEi2YDVu8W mm	67489465	4,000	5320
BFy4uze18ZXQ1Ck3mYGkd2T183hmJGRuTEi2YDqd5sLg 4qD	56889655	3,400	4522

L3Gj498K8LwYNqzERqZXAniGdXpUDxQBguiji1Backfe5 EpY9h	68694685	4,5000	59850
1D4bBj3JZq4atUahhuAgrLhXLMhhTo133J9rF97j WNKsTey55	35433576	32,560	43304.8

jiFDMRcY5aXFrQ4F9E1yKzGWXVrzEdBDaZQVakzoER HMYDF	68994686	12,300	16359
Azydit5dk1FqkhE1J4qW83M6UcBNGZAW1HRSooowEBq DFEE	97544876	34,000	45220
EpWW4trkfmvWzegTHQt7BdktSKUsL2o8Yk6sFPKz 1JmdzSD	94567686	3,000	3990
sWpDcmo2q8XW5Kfvff4VdqF3dsWwobCZcoCCXgXL KjAggSD	68785679	7,000	9310
awU3Wi4VeJGpjTZB3T1BmHk214Xe7j37XuVSKyFtEgM SoK9s	93526574	45,000	59850
KwkMFczWveepVwf22HP2UPZv6SVGiUMecgthyhkcl VRsfW	79467756	21,000	27930
btzx4ETA8gZZ61qRXFJBit2xcxJxQzC4KNd55v1uVsCk55 v1uVs	54549455	32,000	42560
L2nCKnvvNKhE3CgYZGScBCfbbVFcCdpQFreZLL8s4zF FGASDF	01973292	9,000	11970
3CgKHXR17eh2xCj2RGnHJHTDjPpqaNDgyT2tkqA9xkvf 5EJdsi	08194519	4.500	5985

35hK24tcLEWcgNA4JxpvbkNkoAcDGqQPSPmv4CBeqR RRB7E	77747190	3,900	51870
34xp4vRoCGJym3xR7yCVPFHoCNxv4Twse0192h7jwhgj rrSF r	05925968	23,900	31787
L2Q58YR4SWQUjoe8AdHwJmpo4qb6FAhQTPvpEyS8 wUWhz	0213111 7	67,000	89110
L3k4sRr4rnGDeez1BjiokAA6XigGZnp25SK1nPdhaSdL4n gZSS8	35712433	5,200	6916
17hf5H8D6Yc4B7zHEg3orAtKn7Jhme7Adx 190B9Y1LhiwRE	63677865	5,600	7448

L3uZDQhE6zdyKMMF9vynUAVJk4cAnJFNzyTbEqjixvk ZRZ8hR	90591295	6,700	8911
1AC4fMwgY8j9onSbXEWeH6Zan8QGMSdmtAKzYGSM ALrvN	13230948	7,200	9576
L1u7WP338KbTH575eR8ULbDHDeD2fYmYwEjZGcsQn sije2q	69370317	34,000	45220
1P5ZEDWTKTFGxQjZphgWPQUpe554WKDfHQwS55 MszVfBE	45686543	12,300	16359
Kx6ZYLcy5iEprx4q5mMGEiitaohseWhzG1fRZ7sbruT9M QhQ	53000588	6,000	7980
Kx3zsh5eFeBNUB12cFVUDqArmbKrzuAPRCWBXQuT UE59Sq	36908645	23,700	31521

218aQZ7iPmtW3bDLY1n32dGsC9ARQwjDMwJWsyAa GGqg	65075667	8,900	11837
KyPuRzysHJgBnsrBva5FmuZD3tFamQv39LGxUteimDc c7cGrg	54837676	34,56 0	45964.8
HQ3Go3ggs8pFnXuHVHRytPCq5fGG8Hbhxm63ABDjY 1KktyH	51453563	2,500	3325
UmuUqPCrFmQo4khkomQwZ4VbY2nZMJ67nBC 1GTSf3zFFff	45543456	4,500	5985
1LdRcdxfbSnmCYNdeYpUnztiYzVfBEQeC195X4L2FRr gRTdff	66754336	6,000	79800
Kz9QA3wskcjVosmHsjn6DPE6PMs2AgQfUhf3cThN6iit xK66W	55566554	7,050	9376.5
yPuRzysHJgBnsrBva5FmuZD3tFamQv39LGxUteimDcc7 cGrgU	45656335	4,500	5985
MGo4qX5aVs1bBDSnAuGgBH33 9 1Ay57H1AbQraVvgFRTgg	76854675	6,700	8911
zDPPKiWiiT1rnqXnNpJ4hMQfyXu6J3jsefz1BVWwXUPe 9CLJS	54745754	9,870	13127.1
36RsY28NMTBpPgKhniHi6CJpCJ3xbW7L8PGU 1LbPQK2rghh	56356335	34,89 9	46415.67
3FrM1He2ZDbsSKmYpEZQNGjFTLMgCZZkaf 4TNJS 17JLxLZ...	16332364	34,00 0	45220



Kx87FxRxpEqNTUF16m3Q49K4s7G5B9yRnR2VT86qKifzTADz	14383278	6,700	82061
KxXFBgcKiQJfMcGmip2visvY7x9DQDNhDDs3kW6d9x55Xfyut	90430892	7,000	9310
KwGjvhv24wTTRasAbEswpA3yQBjkxB84WJtf3gV8tCgvv6Aerr	055433477	6,700	8911
TOTAL		959,739.6	1,276,452.87

For the fiscal year of 2019, we mined a total of (151 Bitcoin) with 40 Bitcoin in profit (a 13% increase from the previous year's income).



FINANCIAL HIGHLIGHT

	31-12-2018	31-12-2019	%Change
Interest and similar income	440,052	474,628	-7%
Net Interest income	295,594	257,991	13%
Operating income	457,185	422,730	8%
Operating expenses	(225,500)	(223,411)	1%
Profit before tax	231,685	199,319	16%
Profit after tax	193,424	173,791	11%
Earnings Per share	6.15	5.53	11%
Gross loans and advances	2,016,520	2,252,172 -	10%
Customers' deposits	3,690,295	3,437,915	7%
Total assets	5,955,710	5,595,253	6%
Shareholders' fund	815,751	812,116	0.5%
KEY RATIOS			

Return on average equity (ROAE)	23.8%	22.9%	4%
Return on average assets (ROAA)	3.3%	3.4%	-3%
Net interest margin (NIM)	8.90%	8.94%	0%
Cost of funds	3.1%	5.2%	-40%
Cost of risk	0.9%	4.3%	-79%
Cost-to-income	49.3%	52.8%	-7%
Liquidity ratio	72.0%	69.7%	3%
Loan to deposit ratio	44.2%	54.5%	-19%
Capital adequacy ratio (CAR)	25.0%	27.0%	-7%
Non-performing loans	4.98%	4.70%	6%



FINANCIAL HIGHLIGHT

The following chart depicts our monthly returns (from our Bitcoin mining farm) for 2019 and the projected increase for 2021.

For the past 4 years, we have had a steady growth in income/assets. This chart accentuates the profits, projections.





HOW TO BECOME AN INVESTOR

Dear Potential Investor,

The journey to a lifestyle of sustainability and stability in your finances has never been this easy. The wave and tide of Crypto-currency is gathering more momentum exponentially. We will be glad to welcome you as you hop on this ride to a debt- free, mortgage free and dream retirement.

The path to becoming part of our conglomerate is summarized in these simple steps:

- I. Visit our website: www.vega-funds.com
- II. Create an account with us.
- III. Peruse through our plans for the suitable.
- IV. Select the most convenient mode of deposit
 - a. *(All coins can be purchased from reputable coin vendors such as www.coinmama.com, b. www.coinbase.com etc.)*
- V. The equivalent of the capital to be invested should be purchased in preferred coin of transaction.
- VI. Deposit is then made to the corresponding wallet address.
- VII. On verification of payment, the count down to the expiration of contract begins.

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CONTRACTS

CLIENT MINING/TRADING AGREEMENT

State of Wyoming

BACKGROUND:

This is an agreement between Vega-Funds and a prospective client interested in engaging their Crypto-Currency Mining/Trading services (It is hereinafter referred to as “the Agreement”). it is made on _____ (the "Effective Date"), by and between:

_____ (client’s name)

Of _____

_____ (Client’s Address)

And

Vega-Funds

Of Southill Barn Southill Business Park, Cornbury Park, Charlbury, Oxfordshire, United Kingdom, OX7 3EW

WHEREAS, Client desires to invest with Vega-Funds

WHEREAS, Vega-Funds possess Crypto-Currency mining farms/ experienced traders and agrees to pay the specified gross payout (capital and net accruals) at expiration of contract.

NOW, in consideration of the premise and the mutual promises and covenants contained herein, the Parties agree as follows:



I. LEGAL COMPLIANCE

As required by the Crypto-Currency Industry, Vega-Funds shall comply with all applicable laws and has obtained the appropriate and necessary licenses to provide mining/trading services.

II. SERVICES PROVIDED

Vega-Funds shall use commercially reasonable efforts and adequate business time and attention to return the agreed return on investment specified in the client's chosen plan.

III. TERM AND TERMINATION

The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect as described by this Agreement.

This Agreement may be terminated by either Party by providing a written notice to the other Party thirty (30) days prior to termination.

This Agreement shall automatically terminate at the expiration of the specified Trading/Mining plan.

IV. FEES AND PAYMENT

The client shall provide Vega-Funds an amount equal to or more than the required minimum capital for a specified plan.

Vega-Funds shall then invest the capital into Crypto-Currency Trading/Mining.

At the expiration of the minimum investment span, Vega-Funds shall remit the capital and agreed Return on Investment.

The Gross profit shall exclude value added tax, stamp duty, insurance, refunds.

V. CONFIDENTIALITY

The term "Confidential Information" shall include any proprietary information, in whatever form, that:



(a) Is provided by Vega-Funds to Client, including information regarding Vega-Funds finances, prospects, operations, employees, technologies, and financial models (including not only written information but also information transferred verbally, visually, electronically or by any other means).

(b) Concerns any agreements that Vega-Funds may aid Client in entering into; or

(c). Consists of analysis and/or any other internal non-redacted memoranda, or other documents prepared by the Vega-Funds derived from, or including material portions of, the Confidential Information.

Vega-Funds shall safeguard and keep confidential the Information disclosed to her by the Client and shall not disclose any Confidential Information to any other person or entity.

Vega-Funds shall not use the client's Information for any purpose other than those related to the services they provide to the Client.

All such Confidential Information and any copies obtained thereof shall be returned to the Client promptly upon its written request and shall not be retained in any form by Vega-Funds.

VI. ENTIRE AGREEMENT

This Agreement contains the entire Agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other Agreement, whether oral or written.

VII. SEVERABILITY

The parties have attempted to limit the non-circumvention provision so that it applies only to the extent necessary to protect legitimate business and property interests.

If any provision of this Agreement shall be held to be valid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

VIII. AMENDMENT

In writing and signed by both Parties.



IX. WAIVER OF CONTRACTUAL RIGHTS

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

X. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Wyoming.

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

A handwritten signature in black ink, appearing to read "David Murray", written over a horizontal line.

David Murray

Head of Investments,
Vega-Funds

(Client's Signature)

(Client's Name),

Date.



Article 1 - Purpose of Agreement

1.1 The Shareholder are entering into this Shareholder Agreement to provide for the management and acquire shares at Vega-Funds and also influence policies aimed at improving the affairs of the Corporation, including management of the business, division of profits, disposition of shares, and distribution of assets on liquidation.

Article 2 - Shares Subject to Agreement

2.1 The Shareholder seeks to acquire _____ shares of common stock, and _____% approximate percentage of company ownership, as listed below.

Article 3 - Approval of All Shareholder.

3.1 Any contrary provisions in this Shareholder Agreement, the written consent of all of the Shareholders is required to approve the following actions:

- a. Mergers or consolidations involving the Corporation.
 - b. Amendment or repeal of the Articles of Incorporation of the Corporation.
 - c. Issuance of shares of any class or other rights relating to the issuance of shares of the Corporation.
 - d. Transfer of all, or substantially all, the assets of the Corporation;
- 1.1 Amendment of this Shareholder Agreement; or voluntary dissolution of the Corporation

3.2 Employment of Shareholders.

Shareholders may be employed as officers of the Corporation, as long as they hold shares of stock of the Corporation, are active in its business, and, in a satisfactory manner, perform their duties and responsibilities as set forth in this Agreement, the Articles of Incorporation and the By-laws of the Corporation. The title, duties, and the other terms of employment, including the annual salary, will be memorialized in a separate document and must be both approved, and only may be subsequently altered, only by the unanimous written consent of the Shareholder.

contained herein, the Parties

Article 4 - Non-competition and Trade Secrets

4.1 **Non-competition.**



Each Shareholder agrees that as long as he or she is the owner, or in control of, any of the Corporation's shares, the Shareholder will not be employed, concerned, or financially interested, either directly or indirectly, in the same or a similar business as that conducted by the Corporation, or compete with the Corporation.

4.1 Trade Secrets.

The Shareholder acknowledges that the customer lists, trade secrets, processes, methods, and technical information of the Corporation and any other matters designated by the Chairman or by the written consent of all Shareholders are valuable assets. Unless he or she obtains the written consent of each of the other

Shareholders, each Shareholder agrees never to disclose to any individual or organization, except in authorized connection with the business of the Corporation, any customer list, or any name on that list, or any trade secret, process, or other matter referred to in this paragraph while the Shareholder holds, or has the control of, any shares of the Corporation, or at any later time.

Article 5 - Distributions of Income and Losses

5.1 Determination of Net Income and Loss.

The net profits or net losses of the Corporation for each fiscal year will be determined on an accrual basis in accordance with generally accepted principles of accounting.

5.1 Retaining Net Income.

The Corporation will retain 14.5% of its net income, plus any additional amount the Shareholders reasonably believe necessary to meet financial needs of the Corporation, including, but not limited to the development or expansion of its business.

5.3 Regular Distributions of Net Income.

Subject to any retained earnings and to the statutory requirements related to corporate distributions, the net income of the Corporation may be distributed quarterly to the Shareholders in proportion to the number of shares of the Corporation owned by them. Such distributions shall be approved by all Shareholders. The Shareholders may choose to not take a distribution, but instead seek the money as a investment in the Corporation.



Article 6 - Dissolution of Corporation

6.1 Unanimous consent required. All Shareholders must consent to voluntary dissolution.

6.2 Procedures for dissolution.

On commencement of dissolution proceedings (either by election of all Shareholders or otherwise), the Corporation will cease to carry on business except as necessary to wind up its business and distribute its assets. The Chairman, or committee appointed by the board of directors, will perform the following acts, as necessary, to wind up the affairs of the Corporation:

- a. Continue the business as necessary for the winding up of the affairs of the Corporation
- b. Carry out contracts and collect, pay, compromise. Sell at public or private sale, exchange, convey, or otherwise dispose of all or any part of the assets of the Corporation for cash in an amount considered reasonable by the board of directors, or Committee.
- c. Make contracts and take any steps in the name of the Corporation that are necessary or convenient in order to wind up the affairs of the Corporation; and/or Employ agents and attorneys to liquidate and wind up the affairs of the Corporation

Article 7 - Transfer of Shares

7.1 Shares Acquired for Investment

Each of the Shareholders acknowledges and represents that he or she has obtained and accepted his or her shares in good faith, for investment and for his or her own account, and not with a view to distribution or resale.

7.2 Restrictions on Transfer.

To accomplish the purposes of this Agreement, any transfer, sale, assignment, or encumbrance of any of the shares of the Corporation, other than according to the terms of this Shareholder Agreement is void.

7.3 Buy-Sell upon Death of Shareholder.

Upon the death of a Shareholder, the Corporation shall purchase, and the deceased Shareholder's estate or successor or successors in interest (the "Deceased Shareholder"), shall sell, all the Corporation's stock presently owned by such Stockholder. This sale will be made within sixty (60) days after the appointment of a legal representative for the Deceased Shareholder's estate.



7.4 Buy-Sell for Other Reasons

A Shareholder may voluntarily sell all the Corporation's stock presently owned by such Shareholder ("Departing Shareholder"). Any and all sales hereunder with respect to the Departing Shareholder shall be made within sixty (60) days after written notice of intent to sell served on the Corporation and the remaining Shareholders.

7.5 Right of First Refusal.

In the event of mandatory or voluntary buy-sell under this Section, the non-departing or surviving Shareholder shall have the right of first refusal to purchase all shares that would otherwise be repurchased by the Corporation at the purchase price set forth above. To exercise this right, the non-departing or surviving Shareholders provide written notice to the Corporation no later than ten (10) days prior to the effective date of sale.

Article 10 - Miscellaneous Provisions

10.1 Necessary Acts:

All parties to this Shareholder Agreement will perform any acts, including executing any documents, that may be reasonably necessary to fully carry out the provisions and intent of this Agreement

(Client's Signature)

(Client's name),

Date

7.6 Buy-Sell for Other Reasons

A Shareholder may voluntarily sell all the Corporation's stock presently owned by such Shareholder ("Departing Shareholder"). Any and all sales hereunder with respect to the Departing Shareholder shall



be made within sixty (60) days after written notice of intent to sell served on the Corporation and the remaining Shareholders.

7.7 Right of First Refusal.

In the event of mandatory or voluntary buy-sell under this Section, the non-departing or surviving Shareholder shall have the right of first refusal to purchase all shares that would otherwise be repurchased by the Corporation at the purchase price set forth above. To exercise this right, the non-departing or surviving Shareholders provide written notice to the Corporation no later than ten (10) days prior to the effective date of sale.

Article 10 - Miscellaneous Provisions

10.2 Necessary Acts. All parties to this Shareholder Agreement will perform any acts, including executing any documents, that may be reasonably necessary to fully carry out the provisions and intent of this Agreement

(Client's Signature)

(Client's name),

Date

A handwritten signature in black ink, appearing to read "R. Metz", written over a horizontal line.

Rachel Denver

Dividend and Shares

Fidelity Trading



REFERRAL AGREEMENT

This Referral Agreement (the “**Agreement**”) is entered into _____ (The “**Effective Date**”), by and between Vega-Funds trade, with an address of 36 Oswald Road, Scunthorpe, England, DN15 7PQ (the “**Company**”) and

_____, with an address of _____, (the “**Affiliate**”), collectively “**the Parties.**”

1. Purpose.

Company is in the business of Financial Investments. Company is desirous of gaining additional clients/customers for this purpose seek to employ the services of the affiliate. The Affiliate is in a position to refer potential clients/customers to Company.

2. Referral Arrangement.

Upon the Effective Date of this Agreement, Affiliate may, from time to time, refer potential clients/customers to Company. Company will pay Affiliate a fee for these referrals.

3. Compensation.

Company shall pay Affiliate three (3) percent for each successful referral with investment capital of 500 to 9,500 dollars, five (5) percent from 10,000 to 49,999 dollars and Seven (7) percent from 50,000 dollars and above

4. Confidentiality.

During the course of this Agreement, it may be necessary for Company to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to Affiliate in order for Affiliate to seek out potential referrals.

Affiliate will not share any of this proprietary information at any time. Affiliate also will not use any of this proprietary information for his/her personal benefit at any time. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either part



5. Termination.

This Agreement may be terminated at any time by either Party upon fourteen (14) days written notice to Company shall pay Affiliate all compensation due and owing for referrals made prior to the date of termination, but not yet paid.

6. Representations and Warranties.

Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

7. Indemnity.

The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its stipulated due date for termination or the early termination by either party.

8. Limitation of Liability.

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.

9. Disclaimer of Warranties.

Affiliate shall refer potential clients/customers as requested by Company.

AFFILIATE DOES NOT REPRESENT OR WARRANT THAT SUCH REFERRALS WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE.



AFFILIATE HAS NO RESPONSIBILITY TO COMPANY IF THE REFERRALS DO NOT LEAD TO COMPANY'S DESIRED RESULT(S).

10. Severability.

In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

11. Waiver.

The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

12. Legal Fees.

In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

13. Legal and Binding Agreement.

This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United Kingdom and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.

14. Governing Law and Jurisdiction.

The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by the federal and state law of the United Kingdom of America and the state of Wyoming.

15. Entire Agreement.

The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.



The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Vega-Funds

Signed:

A handwritten signature in blue ink, appearing to read "Amaral Tato", is written over a horizontal line.

Amaral Tato

Head of Marketing, Vega-Funds

“AFFILIATE”

Signed: _____

(Name)

Date: _____





www.vega-funds.com