

# AMERKORASIAN POOLING AGREEMENT

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**Between (Investee):** AmerKorAsian Investments, LLC, a company organized and existing under the laws of either the United States of America or Seoul, South Korea, with its current head office located at:

서울특별시 강남구 테헤란로 27 길 24-4  
(역삼동, Artvill 202 호 670-19) 06140

City of Seoul, Gangnam-gu, Yeoksam-dong  
Artvill Unit #202 06140

**And (Investor):** Name: Ryan Holland  
Address: 24-4 Teheran-ro 27-gil, Gangnam-gu  
Artvill #202, Seoul, 06140

## Overview:

This pooling agreement (the "Agreement") is effective on the same day **you** deposit money into the **AmerKorAsian Investments, LLC's** bank account. In so doing, **you** agree to the terms set forth in this agreement as well as any revisions to this agreement as deemed necessary by **AmerKorAsian**.

**Pooling Funds** and **Funds** will be used interchangeably, and will mean the same anywhere used inside this document.

By using or accessing our website at [www.amerkorasian.com](http://www.amerkorasian.com) and its subdomains ("Website") (collectively, the "AmerKorAsian Platform"), **you** indicate **your** unconditional acceptance of the following Terms of Use (these "Terms") on **your** own behalf and on behalf of any organization **you** represent (collectively, "**you**" or "**your**"). If **you** do not agree to these Terms (or any updates to or modified versions thereof), **you** should discontinue use of the **AmerKorAsian LLC** Platform immediately.

**Your** use of the **AmerKorAsian** Platform is governed by the version of the Terms in effect on the date each **AmerKorAsian** Platform is accessed by **you**. **AmerKorAsian** may modify these Terms at any time and without prior notice. **You** should review the most current version of these Terms by visiting the **AmerKorAsian** Platform and clicking on the Terms of Use Hyperlink. These Terms are in addition to any other agreements between **AmerKorAsian** and **you**, including any customer or account agreements, and any other agreements that govern **your** use of information, content, tools, products and services available on and through the **AmerKorAsian** Platform.

## Use of AmerKorAsian Platform

You must be at least 18 years old to become a user of the AmerKorAsian Platform. You represent and warrant that you are 18 years of age or older and are fully able and competent to enter into and abide by, the contract created by these Terms of Use.

The **AmerKorAsian** Platform is intended only for **your** personal, non-commercial use, unless **you** and **AmerKorAsian** have agreed otherwise in writing.

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## **Means of Access:**

Certain parts of the **AmerKorAsian** Platform are protected by passwords or require a login. **You** may not obtain or attempt to obtain unauthorized access to such parts of the **AmerKorAsian** Platform, or to any other protected materials or information, through any means not intentionally made available by **AmerKorAsian** for **your** specific use.

**You** understand that to receive electronic deliveries, **you** must have internet access, a valid e-mail address, the ability to download and have ongoing access to the mobile application as **AmerKorAsian** may specify and a printer or other device to download and print or save any information **you** may wish to retain.

## **Password Security and Notification**

If **you** have a password for access to non-public areas of the **AmerKorAsian** Platform, **you** are solely responsible for maintaining the confidentiality and use of the password and other security data, methods and devices. Further, **you** are responsible for all activities that occur in connection with **your** password including all instructions electronically transmitted or use of any data, information or services obtained using **your** password and other security data. **AmerKorAsian** shall not be under any duty to inquire as to the authority or propriety of any instructions given to **AmerKorAsian** by **you** or via **your** password and shall be entitled to act upon any such instructions and **AmerKorAsian** will not be liable for any loss, cost, expense or other liability arising out of any such instructions.

Accordingly, **you** should take steps to protect the confidentiality of **your** password. As an authorized user **you** accept full responsibility for the monitoring of **your** account including frequently checking **your** account information, reviewing **your** transaction history and promptly reviewing any correspondence, account statements and confirmations received from **AmerKorAsian**. Notify **AmerKorAsian** immediately if **you** become aware of any unauthorized activity, disclosure, loss, theft or unauthorized use of your password. **You** agree to cooperate with **AmerKorAsian** in any investigation and agree to take corrective measures to protect **your** account from further fraudulent activity.

## **Network Security and Reliability**

**You** acknowledge that the Internet is not a secure network and that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties. E-mail notifications sent by **AmerKorAsian** will not contain sensitive or confidential information. Due to security risks, **you** should not send any sensitive information, such as account numbers or passwords in an unencrypted e-mail. E-mails may fail to transmit properly. Regardless of whether **you** receive an e-mail notification, **you** agree to check the **AmerKorAsian** Platform to avoid missing time-sensitive information. **You** further agree that for **your** records, **you** can download and save or print the communications received via electronic delivery.

## **Consent to electronic delivery**

By providing **AmerKorAsian** with **your** e-mail address, **you** agree to receive all required notices electronically to that e-mail address. It is **your** responsibility to update or change the e-mail address registered with **AmerKorAsian**, as appropriate. If **you** become aware of any unauthorized use of **your** information, please contact **AmerKorAsian**.

Further, by registering with **AmerKorAsian**, **you** are aware and consent that electronic signatures and electronic documents will be used instead of paper documents. **You** agree and are giving consent to electronic delivery of all communications which includes, but is not limited to, all current and future account statements, trade confirmations, notices, disclosures, regulatory communications (including

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prospectuses, proxy solicitations and privacy notices) and other information, documents, data and records regarding **your** account all services provided by **AmerKorAsian** delivered or provided to **you** by **AmerKorAsian**.

**Your** consent will be effective immediately and will remain in effect until either **AmerKorAsian** or **you** revoke it. **You** understand that it may take up to three days to process a revocation of consent to electronic communications and **you** may receive electronic notifications in the interim.

**You** may revoke or restrict consent to electronic delivery of **AmerKorAsian** communications at any time by notifying **AmerKorAsian**. You have the right to request paper delivery of any communication that the law requires **AmerKorAsian** to provide in paper form. If **you** revoke or restrict consent to electronic delivery, **AmerKorAsian**, at its discretion, may charge a service fee of up to \$100.00 for the delivery of communications that would otherwise be delivered electronically, restrict your account, or close your account and terminate access to the **AmerKorAsian** Platform.

## **No Recommendations or Investment Advice**

**You** understand that **AmerKorAsian**, through the **AmerKorAsian** Platform or any interaction **you** have with representatives of the firm, provides no tax, legal, estate planning, or investment advice of any kind, nor does **AmerKorAsian** give advice or offer any opinion with respect to the nature, potential value or suitability of any particular securities transaction or investment strategy. **You** understand that **AmerKorAsian** is solely responsible for all investment decisions made regarding any transactions made in **your** account. **You** further understand that while **AmerKorAsian** may be able to access market data and other financial information from the **AmerKorAsian** Platform, the availability of such information does not constitute a recommendation to buy or sell any of the securities made available for purchase on the **AmerKorAsian** Platform (including securities appearing in any portfolios published by **AmerKorAsian**) or to engage in any investment strategy. All investment decisions made will be based solely on **AmerKorAsian's** own evaluation of financial circumstances and investment objectives. No transactions can be entered directly on the **AmerKorAsian** Platform. Additionally, **you** understand the risks involved with transacting in the investment pies made available to **you**, and that your investments will fluctuate in value, and you agree that **AmerKorAsian** is not responsible for any losses **you** may incur as a result of **AmerKorAsian's** investment decisions and any trades **AmerKorAsian** makes on behalf of **you** in **your** personal investment account within the **AmerKorAsian** Platform.

By making information available to **you** on the **AmerKorAsian** Platform, **AmerKorAsian** is not advising **you** to invest in any particular security or pie, or to pursue any investment strategy. All investment decisions are made solely by **you** for **your** own account. Although **AmerKorAsian** may provide tools that enable **you** to assess **your** own tolerance for risk, or otherwise assist to educate **you** in various ways, **AmerKorAsian** does not determine if the tools and resources made available on the **AmerKorAsian** Platform will result in suitable investments designed to meet **your** particular investment needs. All investments have risks, and **you** are responsible for determining whether **you** can afford the risks of making any investment. And **you** are responsible for any outcome as a result of transactions that **you** initiate or that is initiated by any user of **your** account, including the possible loss of principal based on investment decisions and any trades made to **your** account.

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## **Investee's Role**

**AmerKorAsian** is providing a service to help **you** increase **your** net worth and will actively manage all **Funds you** contribute to **your** account. There isn't a fixed number of periods **you** need to invest money into the Funds, but if **you** request a withdrawal from the **Fund(s)**, before 24 months have passed, **you** will forfeit all gains and will have to pay a penalty of 30% of invested capital for withdrawing funds early.

All of the **Pooling Funds** are intended for long-term investing of at least 24 months. **You** can move money around between funds and will receive email confirmation of the change. All new purchases of money into the **Fund** as well as moving money between **Funds** will happen on every Tuesday of the month. Minimum amount for any investment transaction is \$10.00, and all requests must be entered as whole dollar amounts.

To make sure **you** understand the consequences for withdrawing money early, the penalty for early withdrawal is also included at the end of the agreement to make sure **you** read the penalties for early withdrawal twice.

**You** will deposit amount filled in on the 'Investment Choices' sheet at least 2 days before **you** want money invested. **You** can make a one-time deposit, can elect to invest a set amount each month, or **you** can choose to make both a one-time initial deposit as well as investing a set monthly amount. If **you** elect to make an opening deposit and also invest monthly, the first monthly amount will happen on the same Tuesday of the month as the initial deposit was made the prior month. **Your** bank account name must match the name on the Profile page of the app. If the names are different, no money will be deposited into selected investments made by **you** and **you** will pay any fees to send money back. Once **your** bank account name matches **your** Profile name and is verified, money will be invested the following Tuesday. If Tuesday is a holiday, month will be invested the next business day. To make sure money is being invested from the correct account, **AmerKorAsian** encourages **you** to email a copy of the bank book with the name and account number clearly shown so **AmerKorAsian** can add **your** picture to **your** profile information.

If **you** do not submit the required information to fund account within two months of account opening, **AmerKorAsian** has the right to close the account. If **you** decide at a later date to invest **your** money, you can open an account at that time. Additionally, profile picture and the copy of the bank account will be attached to **your** profile. For the safety of both the **You** and **AmerKorAsian**, all money transactions must be done via bank transfer so both parties have a clear record of the transactions that occurred between **you** and **AmerKorAsian**. This last rule is non-changeable to make sure all money is traceable between both parties.

For every 12 consecutive months **you** invest agreed upon monthly amount, in the 13<sup>th</sup> month, **AmerKorAsian** will re-invest 25% of the gains back to one of **your** Pies. If **you** don't select a pie to re-invest the gains back into, **AmerKorAsian** will select the pie for re-investment.

For example, if **you** have \$100 dollars in gains for the year 2019 and contributed for 12 consecutive months, **AmerKorAsian** would re-invest \$2.50 (\$10.00 paid to **AmerKorAsian** minus \$2.50 paid back to **you** for making 12 consecutive monthly contributions), back into **your** account.

If **you** agree to invest \$50 every month, but don't have money available for the current month, March, **you** can invest twice the amount, \$100, the following month, in April, as a catch-up investment. **You** are

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allowed one catch-up investment every 12 months of investing and will still qualify for receiving 25% of the gains re-invested back into **your** investment account.

## Conversion Rate and minimum investment amount

The minimum amount that can be invested is \$10 per **Fund**, per month. If **you** want to invest in 2 different **Funds**, the minimum amount of money needed to invest would be \$20 per month, or \$10 per **Fund**. Lastly, **you** can change investment amounts, but must complete the '**Investment Choices**' page on the website and submit the information so **AmerKorAsian** receives an email of the change in investments and can reallocate funds to match **your** new investment elections.

**You** agree to the currency conversion rate for Korean Won to US Dollar of 1,300 Korean Won: \$1 US Dollar. So if **you** wanted to invest \$50.00 US Dollars into 1 Fund, **you** would need to deposit 65,000 Korean Won ( $\$50.00 \times 1,300 \text{ Korean Won} = 65,000 \text{ Korean Won}$ ) into **AmerKorAsian** bank account. If **you** deposit US Dollars, there would be no currency rate conversion since the money deposited is already in US Dollars. The below table shows the detail of the different conversion rates and fees:

Account Balance	Exchange Rate	Semi-Annual Fee
less than \$10,000	1,300	10% on Gains
\$10,000 - \$25,000	1,250	10% on Gains
\$25,001 - \$50,000	1,200	10% on Gains
\$50,001 - \$100,000	Day's Rate	10% on Gains
\$100,001 - \$500,000	Day's Rate	10% on Gains
\$500,001 - \$1,000,000	Day's Rate	10% on Gains
above \$1,000,000	Day's Rate	10% on Gains

As a bonus to **you**, **you** will re-invest 25% of Annual Fee back into **your** account if **you** contribute the same amount agreed upon in this contract for 12 consecutive months. **AmerKorAsian** will re-invest 25% every 12 months **you** contribute agreed upon amount for 12 consecutive months.

## AmerKorAsian's Main Purpose for creating the website

**AmerKorAsian's** main purpose of helping people invest wisely is to give more of the returns back to the Investor. For this reason, the semi-annual consulting fee is only paid on gains twice a year. The gains will be calculated based on the statement closing price of each security on June 30<sup>th</sup> and December 31<sup>st</sup> of the current year. The semi-annual fee will be taken out of the following month's funds deposited into account by **you**. **AmerKorAsian** will send correspondence to **you** about the exact Fee amount by the 10<sup>th</sup> of the following month. If **you** do not include the fee amount when depositing the monthly contribution amount, **AmerKorAsian** has the right to deduct the fee amount from your portfolio balance until semi-annual fee has been paid. **AmerKorAsian** will notify **you** before taking fee out of monthly contributions unless the fee is deposited before the next investment date.

Additionally, unlike traditional investment companies, the 10% fee on gains means exactly that. The Semi-Annual Fee is *only realized* if **your** account increases in value. I have included an example to make it easier to understand:

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Beginning Account Value	300.00
REALIZED Gain for Month 1	100.00
REALIZED Loss for Month 2	(20.00)
REALIZED Gain for Month 3	15.00
REALIZED Gain for Month 4	50.00
REALIZED Gain for Month 5	50.00
REALIZED Loss for Month 6	(75.00)
<b>Ending Account Value</b>	<b>420.00</b>

In this example, the ending account balance is \$420, representing a gain of \$120. If the account closes below \$420 the next period, there would be no realized gain and no monies would be paid to **AmerKorAsian**. The account balance would need to close above \$420 in future periods in order to show a realized gain in account

Details of the Pooling Funds are below:

**POOLING FUND #1:** Investments include individual stocks from one of the below Sectors.

- 1) Basic Industries
- 2) Capital Goods
- 3) Consumer Discretionary
- 4) Consumer Staples
- 5) Utilities

**POOLING FUND #2:** Investments include individual stocks from one of the below Sectors.

- 1) Energy
- 2) Financial
- 3) Healthcare
- 4) Technology

**EQUALLY INVESTED #3:** There will be 10-12 stocks inside this Fund at any given time. **AmerKorAsian** will change holdings within the Fund to mitigate risk and preserve capital inside Fund.

**POOLING FUND #4:** Investments in this Fund include individual stocks and mutual funds. The Vanguard PrimeCap Admiral Share Fund is a closed Fund; NEW Investors can't invest in this fund. So the Vanguard Mega Cap Growth Fund, is replacing the Vanguard PrimeCap Admiral Share Fund. The holdings in this Fund, represent the holdings **AmerKorAsian** held at Vanguard.

**AKA Fund:** This pie will re-adjust based on major economic events that happen. The current selection of investments is based on factors effecting how we are currently living based on COVID-19.

The following link, is also included in the app, AKA,LLC.

<https://www.investopedia.com/terms/s/sector-breakdown.asp>

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## Yield

Yield is income returned on an investment and will be expressed as an annual percentage rate based on the investment's current market value. **AmerKorAsian's** main requirement for both Pooling Fund #1 and Pooling Fund #2 is that each **Fund** have an investment Yields between 3% and 5%.

## Withdrawing Funds / Closing Account

Withdrawing funds or closing account will happen quickly and without hassle as long as the minimum investment period of 2 years has been met. The withdrawal request will be processed within a day of notification and funds will be deposited into **your** account within 3-5 business days.

## Penalty for early withdrawal of funds

**You**, agree to the above and understand that if a withdrawal of monies is requested prior to having been invested in the **Fund(s)** for a full 24 months, **you** will forfeit all gains and will have to pay a penalty of 30% of invested capital for withdrawing funds early.

Furthermore, this is a binding contract between **AmerKorAsian** and **you** and any changes or modifications to this contract are allowable by **AmerKorAsian** as deemed appropriate.

**AmerKorAsian** will make available on the **AmerKorAsian** Platform, the change in value of all **AmerKorAsian** pies held so **you are** able to see that the change in value matches the change in value of the money inside **your Fund**. See example below:

\$100.00	– <b>Equally Invested Pie</b> account value on first business day of month
\$110.00	– <b>Equally Invested Pie</b> account value on last business day of month
\$10.00	– Change in Value
10%	– <b>Change in Value (%)</b>

**Equally Invested Pie** increased in value by 10% from the prior month. So **your** account would have also increased in value by a similar percentage. The gain/loss amounts will be slightly different because of timing of getting into the market when buying the securities. **You** must be invested in the **Pooling Fund** the entire month in order for the monthly change in value to match. Gains are recognized in the account beginning the first full month money was invested.

Additionally, **you** understand that **AmerKorAsian** is not providing investment advice to **you**. The Service **AmerKorAsian** is providing **you** is to invest in **AmerKorAsian's** Investment Portfolio. However, to not commingle **AmerKorAsian's** accounts with **your** account, **AmerKorAsian** has created separate Pie accounts to allow **you** access to **AmerKorAsian's** Investments. **AmerKorAsian** promises **you** that the pies created for **you** contain exactly the same financial instruments as **AmerKorAsian** personal investment account. **AmerKorAsian** understands the risks in the market and has taken a more conservative approach to the investments that **you** own.

**You** understand and acknowledge that **AmerKorAsian** does not provide any investment recommendations in connection with **your** personal Account, nor does **AmerKorAsian** give advice or offer any opinion with respect to the suitability, profitability, or appropriateness of any security, investment, financial product, or investment strategy. **You** understand and acknowledge that **You** are responsible for determining whether a particular pie(s) is suitable for **your** needs. All money transactions for investment will be done only by **AmerKorAsian** or Authorized Person(s), except as

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otherwise provided in this Agreement.

Risk is inherent in all investments, and **you** are responsible for determining whether **you're** able to assume the risks associated with investing.

## **DISCLAIMER OF WARRANTIES**

**AMERKORASIAN** DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES ABOUT THE **AMERKORASIAN** PLATFORM, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE **AMERKORASIAN** PLATFORM IS MADE AVAILABLE TO **YOU** "AS IS" AND "AS AVAILABLE" AND **AMERKORASIAN** DOES NOT WARRANT THAT ANY DEFECTS OR INACCURACIES WILL BE CORRECTED.

**AMERKORASIAN** DOES NOT WARRANT THAT THE **AMERKORASIAN** PLATFORM WILL MEET INVESTOR'S NEEDS, OR THAT THE **AMERKORASIAN** PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. **AMERKORASIAN** ALSO MAKES NO WARRANTY THAT THE RESULTS OBTAINED FROM THE USE OF THE **AMERKORASIAN** PLATFORM WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE **AMERKORASIAN** PLATFORM WILL MEET YOUR EXPECTATIONS.

## **LIMITATION OF LIABILITY**

**AMERKORASIAN** WILL NOT BE LIABLE TO **YOU** OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, DIRECT, OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES OR DAMAGES THAT RESULT FROM USE OR LOSS OF USE OF THE **AMERKORASIAN** PLATFORM AND THIRD PARTY CONTENT, INCONVENIENCE OR DELAY).

**AMERKORASIAN** WILL NOT BE LIABLE TO **YOU** OR ANYONE ELSE FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH SUCH **AMERKORASIAN** DOES NOT HAVE DIRECT CONTROL. THIS INCLUDES FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATIONS LINES (INCLUDING TELEPHONE, CABLE AND INTERNET), UNAUTHORIZED ACCESS, VIRUSES, THEFT, OPERATOR ERRORS, SEVERE OR EXTRAORDINARY WEATHER (INCLUDING FLOOD, EARTHQUAKE, OR OTHER ACT OF GOD), FIRE, WAR, INSURRECTION, TERRORIST ACT, RIOT, LABOR DISPUTE AND OTHER LABOR PROBLEMS, ACCIDENT, EMERGENCY OR ACTION OF GOVERNMENT.

IF **YOU** LIVE SOMEWHERE THAT DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO **YOU**.

## **Indemnification**

As a condition of your use of the **AMERKORASIAN PLATFORM**, **you** agree to indemnify and hold **AmerKorAsian** and its Third Party Content providers harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to attorneys' fees) arising from **your** use of the **AMERKORASIAN PLATFORM**, or from **your** violation of these Terms.

## **Changes to AMERKORASIAN PLATFORM**

Unless otherwise agreed, **AMERKORASIAN** may discontinue or modify the **AMERKORASIAN PLATFORM** at any time without prior notice to **you**, and **you** accept those modifications if **you** continue to use the **AMERKORASIAN PLATFORM**.

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## **Termination**

**You** may terminate **your** access to the **AmerKorAsian** Platform for any reason, without prior notice.

## **Governing Law**

Unless otherwise agreed, these Terms and their enforcement are governed by the laws of Either the United States of America or South Korea, without regard to conflicts of law, and shall inure to the benefit of **AmerKorAsian** successors and assigns, whether by merger, consolidation, or otherwise.

## **Severability**

If a court of competent jurisdiction deems any provision unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.