

TERMS AND CONDITIONS

Introduction:

These terms and conditions outline the agreement between Anh Thomas Investment & Management Consulting LLC (referred to as "the Company") and the client (referred to as "the Client"). Please read these terms and conditions carefully before engaging our services. By using our services, you agree to comply with these terms and conditions.

GENERAL TERMS AND CONDITIONS

Client Responsibilities:

The Client acknowledges that the value and usefulness of the advisory services provided by the Company depend on the information provided by the Client and their active participation in formulating investment objectives. It is important for the Client to promptly notify their Adviser of any changes in their personal and financial situation.

Limitation of Liability:

The Client understands that all investments carry inherent risks, and some decisions may result in losses. The Company cannot guarantee the achievement of the Client's investment objectives or assure a net profit. The Company's role is to provide their best judgment to help the Client reach their investment goals. The Company shall not be held liable for any losses incurred in the Client's account.

Trading Authorization:

Under this Client Agreement, the Company does not have the authority to execute transactions, withdraw funds, or take custody of the Client's funds or securities. The Client is responsible for securing the necessary service providers (broker/dealers, custodians, or insurance companies), while the Company can provide suggestions and helpful information.

Data Protection and Confidentiality of Information:

The Company may use, store, or process the personal information provided by the Client for the sole purpose of providing the services. The Client's information is considered confidential and will not be used for any other purpose without their consent, except when required by law or regulatory authorities.

SERVICE-SPECIFIC TERMS AND CONDITIONS

Article 1: Service Description

The Company will guide the Client through a comprehensive questionnaire to determine their risk profile. Once the Client is ready to trade (i.e., when their broker account is opened and funds are transferred), the Company will design their portfolio based on the provided information. The Client will receive advice via email and/or phone calls. Our Advisory portfolio service includes:

1. Risk profiling
2. Advice on asset allocation
3. Constant monitoring of market fluctuations
4. Regular communication
5. Ongoing proactive advice, including proposed changes to portfolio composition

Please note that the Portfolio Manager does not handle trade execution, custody, or accounting functions. The Company provides investment advice based on the agreed terms in this Client Agreement. The Client is solely responsible for trade timing, execution, and settlement.

Article 2: Acceptance or Rejection of Recommendations

The Client has the authority to accept or reject any recommendation issued by the Company, either in whole or in part. The implementation, acceptance, or rejection of any advice provided by the Company is solely the Client's responsibility.

Article 3: Basis of Advice

The Company gathers information from various publicly available sources. The recommendations offered are based on the judgment of the Company and its individual Portfolio Managers. However, the Company cannot guarantee specific results, as past performance is not a reliable indicator of future performance, and values may fluctuate.

Article 4: Service Fees and Payment

Fees are performance-related and revised annually. The applicable fees, as a percentage of the portfolio's value, are determined by the portfolio performance over the last 12 months:

Less than 5%: 0.00%

More than 5%: 1.50%

The portfolio's performance is determined using the time-weighted return method and includes all dividends received.

Article 5: Term

The Client has the right to terminate the Agreement at any time; however, prepaid service fees are non-refundable. To cancel the contract, the Client must notify the Company in writing at service@anthomas.com.

Please read these terms and conditions carefully and contact us if you have any questions or concerns.