



Transactional Investment Program Description
and Account Agreement
Invest In Tangibles™

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In some cases, you can identify such forward-looking statements by terminology such as

'may', 'will', 'could', 'forecasts', 'expects', 'plans', 'anticipates', 'believes', 'estimates', 'predicts', 'potential', or 'continue'.

Forward projections reflect management's best estimates based on information available at the time of issue.

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TRANSACTIONAL INVESTMENT PROGRAM DESCRIPTION AND ACCOUNT AGREEMENT

1. ABOUT CHALFOUH LLC | INVEST IN TANGIBLES™

Chalfouh LLC “Provider” a California Limited Liability company is an international trade management research and consulting firm that traces its roots to 2001. By 2006 Chalfouh began offering consulting services globally. In 2010 Chalfouh introduced its proprietary Transactional Investment Program© “T.I.P.” also known as “Transactional Funding Program”. T.I.P was listed with United States Securities Exchange Commission under Reg D. On March 16, 2022 T.I.P was restructured to introduce T.I.P for real estate, Cryptocurrency, precious metals and other commodities. For more information about Chalfouh LLC, please visit: www.chalfouh.com

2. TRANSACTIONAL INVESTMENT PROGRAM “T.I.P”

T.I.P is designed to enable accredited, qualified, institutional and sovereign investors “investor/s”, to partner with the Provider in specific transactions to include real estate, commodity classified Cryptocurrency such as Bitcoin, and other commodities transactions. Additionally, the Provider offers precious metals to T.I.P investors such gold, silver and platinum bullion bars and coins.

2.1. Becoming a T.I.P investor:

Upon receipt and approval of an investor's completed and signed Account Agreement and signature page herein, an investor's T.I.P account will be established. Investor shall fund their account within 3 business days with the considered amount via check or wire transfer (please refer to the Funding Options below).

Funds received from the investor will be allocated to available asset classes and transactions per investor's instructions. Investors will have the opportunity to increase or reduce deposits.

2.2. Allocation of Funds:

Allocation of funds within T.I.P is subject to investors' choice at the time of onboarding. Currently T.I.P focuses on real estate transactions, Cryptocurrency transactions and precious metals allocations. Alternative transactional opportunities within tangible commodities may arise from time to time. In such occurrences, the Provider will submit a detailed review of the opportunity to investors and request an adjustment of the allocations. Asset allocation and diversification does not ensure a profit or protect against a loss.

2.3. Real Estate Transactions:

Real estate transactions can include but not limited to single family and multifamily buy, fix and sell transactions, buy, expand and sell transactions, buy, demolish and rebuild transactions, buy, subdivide and build transactions. Real estate transactions can also include the purchase, sub-division, development, rezoning and permitting transactions as

well as when applicable buy and sell of commercial properties. Like any investment a risk of loss is possible due to a force majeure, a sudden change in the market, a delay in permitting, or unexpected situation within each project or other reasons. The Provider collaborates with different providers within the real estate value chain to streamline TIP's real estate transactions, such providers include construction companies, real estate brokers, permit expeditors, architects, interior designers and more. Any such provider is an independent company or contractor and The Provider cannot guarantee their performance.

Real Estate transaction durations varies between 4 to 9 months per transaction and sometimes longer depending on the size, scope, permitting, third party providers and unforeseen conditions. Funds allocated to real estate transactions may sit idle from time to time while preparing for a transaction. Investor can expect up to 3 months for a first transaction to begin. In some cases we may be entering into an immediate transaction upon funding.

2.4. Cryptocurrency Transactions:

Upon receipt of Cryptocurrency allocation funds are transferred to the TIP's Institutional Kraken account, and trading begins immediately unless delayed due to banking wiring delays weekends or holidays. T.I.P only trades cryptocurrencies that have been labeled as commodities by the CFTC. Cryptocurrency is a highly volatile asset class, while investing in Cryptocurrency can yield higher than average return, Cryptocurrency transactions can also lead to a total loss of funds. T.I.P employs different trading methods whereby a portion of the funds is being traded using an Algorithm that optimize the daily risk and return, and another portion of funds is traded or monitored daily by one of our traders. The Provider does not use leverage or trade Cryptocurrency futures.

2.5. Bullion Purchases:

Upon receipt of bullion allocation, The Provider converts such allocation into bullion, sends the bullion to one of its storage facilities or to the Investor at the investor's request. Bullion means gold bars and coins. From time to time The Provider may see an opportunity to provide silver or platinum bars and coins to the investor, in such occurrences The Provider will request an approval from the Investor prior to such allocation. Funds allocated for the purchase of bullion are used solely for bullion purchases. There are no management fees on bullion purchases. If profits are earned due to market fluctuations, The Provider does not charge any carried interests/profit-sharing fees on any of its Investors' bullion profits. Bullion coins are a long-term purchase and should be held for at least 3 to 5 years. The decision to purchase or sell is subject to the Investor's own research and judgment. Bullion cost to ask spread typically ranges between 5% and 10% depending on size and market availability. It is the Provider's current policy to re-purchase from any precious metals that sold by it, at the then current market value determined by the Provider on the re-purchase date. Due to market conditions and other factors, Investors may receive less than what they originally paid. Acquired bullion; if not shipped to the Investor; is insured for the full replacement value and stored at an insured depository, annual storage and insurance costs are usually 1% of the value of the bullion.

2.6. LIQUIDATIONS AND WITHDRAWALS OF FUNDS:

Investors can withdraw a portion or the totality of their funds at any time. There are no early withdrawal fees, penalty fees or hidden fees charged by T.I.P. Only fees that may occur are charged by third party providers such as bank wiring fees, storage liquidation fees etc. All such fees will be detailed in any disbursement. It is important to know that when liquidating a position, T.I.P will be liquidating such position from real estate assets, bullion assets, Cryptocurrency assets and other commodities transactions if any. Liquidations are processed based on the asset allocations. An investor may receive three or more disbursement. Any applicable profits are paid along with each disbursement. To process liquidations simply send an email your representative or to info@chalfouh.com with your request.

2.6.1 Bullion Liquidations:

Upon receipt of an order to liquidate, we immediately calculate the amount of bullion that belongs to such order and we sell the bullion, we then wait for the funds to be transferred back to us from the bullion suppliers, once such funds arrive we then send them to the investor.

2.6.2 Cryptocurrency Liquidations:

Upon receipt of an order to liquidate, we immediately calculate the amount of Cryptocurrency that belongs to such order and we sell the Cryptocurrency on the Kraken Exchange, we then process a wire back from Kraken to us, wait for the funds to be transferred back to our bank account, once such funds arrive we then send them to the Investor.

2.6.3 Real Estate Liquidations:

Upon receipt of an order to liquidate, we immediately calculate the amount of funds allocated to real estate that belongs to such order. If there are idle funds then we use such funds to immediately process the liquidation. If there are no idle funds then we notify the investor of the scheduled closure of first upcoming real estate transactions upon which we then submit the payment back to the investor. While we do our best to estimate the close of any real estate transaction, we cannot say with certainty when such related transaction will close.

2.7. Pooling Funds

If client deposit is lower than the price of a transaction, funds from different accounts may be pooled on an equal percentage distribution basis:

Example:

Account A = \$1.0 Million

Account B = \$0.5 Million

Total funds available = \$1.5 Million

Purchase price is \$1.2 Million → $1.2/1.5=80\%$

* \$0.8 Million from account A will be used and \$0.4 Million from account B will be used to fund the transaction.

If net profit for the transaction is 2%

* account A profit will be \$16,000 and account B profit will be \$8,000

→ Account A new Balance after transaction per the above example =

\$1 M + \$16,000 = \$1,016,000

* Account B new balance after transaction per the above example =

* .5 M + \$8,000 = \$508,000

2.8. FEES:

2.8.1 MANAGEMENT FEES:

TIP charges a quarterly management fee of 0.5% on deployed funds in real estate transactions, crypto trading, or commodities; however, there may be times while preparing for a transaction funds may sit idle in a non-interest bearing checking account. During such periods, there are no management fees charged and there are no management fees associated with funds converted into bullion.

2.8.2 CARRIED INTEREST / PROFIT SHARING:

TIP does not participate in any profits generated by the liquidation of the bullion if any. TIP pays 70% of profits earned from real estate transactions, cryptocurrency trading and other commodities when applicable to the TPA to distribute to the members, the remaining 30% is retained as a profit share of TIP. Profits generated from real estate transactions are assessed on a transactional basis. Profits generated from cryptocurrency trading are assessed at the end of each calendar month. TIP withdraws its share of the profits as they are assessed. Investor's profits are deposited in a separate account and are not re-invested unless instructed by the investor.

3. GENERAL TERMS

3.1. Representations - Provider

The Provider represents and warrants to the Investor that the Provider will at all times during the term of this Agreement satisfy the following warranties and representations: a) to the best of its knowledge, the performance of the services set forth under this Agreement will not violate any rule or provision of any regulatory agency having jurisdiction over the Provider, b) it shall at all times comply with any and all applicable federal, state, local or foreign laws, including securities laws, rules and regulations, c) it is under no contractual restriction or other restrictions or obligations that are inconsistent with this Agreement, the performance of its duties and the covenants hereunder; and d) to the best of its knowledge, that it has not violated any rule or provision of any regulatory agency having jurisdiction over the Investor.

3.2. Representations – Investor.

The Investor represents, warrants and covenants to the Provider that the Investor a) shall at all times comply with any and all applicable federal, state, local or foreign laws, b) is authorized and free to enter into this Agreement and this reflects a binding agreement of the Investor, and c) to the best of its knowledge, that it has not violated any rule or provision of any regulatory agency having jurisdiction over the Investor. The Investor acknowledges that the Provider is not a registered broker dealer, an investment adviser nor a tax or legal advisor. The Investor further acknowledges and authorizes the Provider to, where necessary, utilize the services of registered broker dealers, registered investment advisors, registered tax advisors and registered legal advisors in the appropriate jurisdiction for the benefit of the Investor.

3.3. Termination.

The Provider or Investor may terminate this Agreement at any time by sending 30 days written notice to the other party. Notwithstanding any termination of this Agreement, the Investor remains liable to pay all of Provider's fees or expense reimbursements that are due as of the termination date. Upon Termination, the Investor agrees to release Provider with respect to the provision of future services to the Investor, to any shareholder or affiliate of the Investor, or to any party who may be involved in a transaction with the Investor. Such services may include, but not be limited to, those described in this Agreement.

3.4. Waiver Of Conflicts.

The Investor acknowledges that Provider and its affiliates have and will continue to have business and relationships with parties other than the Investor pursuant to which Provider may acquire information of interest to the Investor. Provider shall have no obligation to disclose such information to the Investor or to use such information in connection with any contemplated transaction. The Investor recognizes that Provider is being engaged hereunder to provide the services described above only to the party who executes this Agreement with Provider and that Provider is not acting as agent or

fiduciary of, and shall have no duties or liability to, the equity holders or affiliates of the Investor or to any third party in connection with the engagement hereunder, all of which are hereby expressly waived. No one other than the party executing this Agreement with Provider is authorized to rely upon the engagement of Provider hereunder or any statements, advice, opinions or conduct by Provider.

3.5. Status As Independent Contractor.

The Provider's engagement pursuant to this Agreement shall be as independent contractor, and not as an employee, officer or other agent of the Investor. Neither party to this Agreement shall represent or hold itself out to be the employer or employee of the other.

Neither the Investor nor the Provider possesses the authority to bind each other in any agreements without the express written consent of the entity to be bound. Consistent with the foregoing, the Investor specifically authorizes the Provider to hire or retain third party service providers on the Investor's behalf where legal or applicable regulation requires such engagement. The Investor agrees it will pay any and all fees, expenses, or costs associated with such engagement and these obligations shall not in any way become those of the Provider.

3.6. Attorney's Fees.

In the event of any legal dispute between the Investor and Provider, all reasonable attorneys' fees and related expenses of the prevailing party shall be paid by the other party.

3.7. Waiver.

The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such other party

3.8. Complete Agreement.

This Agreement contains all of the understandings between the parties hereto with reference to the subject matter hereof. No other understanding not specifically referred to herein, oral or otherwise, shall be deemed to exist or bind any of the parties hereto, and any such understandings, oral or otherwise, not specifically referred to herein shall be merged into this Agreement and superseded by the provisions hereof. No officer or employee of any party has any authority to make any representation or promise not contained herein. This Agreement cannot be modified or changed except by a written instrument signed by each party hereto.

3.9. Indemnification.

Recognizing that Provider, in providing the services contemplated hereby, will be acting as representative of and relying on information provided by the Investor. Furthermore, the Investor agrees that Provider (including its respective directors, officers, agents, employees, affiliates and representatives) shall not have any liability (including without limitation, liability for any losses, claims, damages, obligations, penalties, judgments, awards, liabilities, costs, expenses or disbursements) in contract, tort or otherwise to the Investor, or to any person claiming through the Investor, in connection with the engagement of Provider pursuant to this Agreement and the matters contemplated hereby, except where such liability is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from the fraud or willful misconduct of Provider or its respective directors, officers, agents, employees, affiliates and representatives. The Investor further agrees that Provider shall have no responsibility for any act or omission by any of the Investor's representatives.

3.10. Severability.

The provisions of this Agreement shall apply to the engagement (including related activities prior to the date hereof) and any modification thereof and shall remain in full force and effect regardless of the completion or termination of the engagement. If any term, provision, covenant or restriction herein is held by a court of competent jurisdiction to be invalid, void or unenforceable or against public policy, the remainder of the terms, provisions and restrictions contained herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

3.11. U.S. Patriot Act/ OFAC.

The USA PATRIOT ACT is designed to detect, deter and punish terrorists in the U.S. and abroad. Under the requirements that may be imposed on Provider under this Act, Provider may ask the Investor to provide various identification documents and/or other information during the transaction process. The Investor represents that, to the best of its knowledge, none of (i) the Investor, (ii) any person controlling or controlled by the Investor, (iii) any person having a beneficial ownership interest in the Investor or (iv) any person for whom the Investor acts as an agent or nominee is (x) a country, territory, individual or entity named on the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") list, (y) a person or entity prohibited under the programs administered by OFAC ("OFAC Programs") or (z) a country, territory, individual or entity named on another international sanctions list. The Investor further represents that, to the best of its knowledge, none of the proceeds of the Transaction shall be derived from or used for any purpose prohibited under the OFAC Programs or other international sanctions programs.

3.12. Miscellaneous.

The parties acknowledge that each party (and, if it should so choose, its attorneys) has reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

Provider and the Investor have the authority to enter into this Agreement, and each of the individuals executing this Agreement on behalf of Provider or the Investor, respectively, has the full authority to bind the respective party to this Agreement.

This engagement is between Provider and the Investor only and no other party is intended as a third party beneficiary of this Agreement. Other than as set forth in the indemnification provisions of Attachment B hereto, nothing in this Agreement is intended to confer upon any other person (including stockholders, employees or creditors of the Investor) any rights or remedies hereunder or related hereto.

Nothing in this Agreement or the nature of Provider's services shall be deemed to create a fiduciary or agency relationship between Provider and the Investor or its stockholders, employees or creditors in connection with the Transaction or otherwise. The Investor agrees that Provider shall not have any liability (including without limitation, liability for any losses, claims, damages, obligations, penalties, judgments, awards, liabilities, costs, expenses or disbursements) in contract, tort or otherwise to the Investor, or to any person claiming through the Investor, in connection with the engagement of Provider pursuant to this Agreement and the matters contemplated hereby, except where such liability is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from the fraud or willful misconduct of Provider. The Investor further agrees that Provider shall have no responsibility for any act or omission by any of the Investor's representatives.

4. STEPS TO INVEST

Step 1:

Qualified investors interested in investing and becoming transactional investors shall fill, sign and submit the Account Agreement and signature page, (please see page 8 of this document).

Institutions investors shall complete the online on-boarding process:

<https://www.investintangibles.com/institutional-onboarding/>

Sovereign Funds shall contact their representatives or email info@chalfouh.com

Step 2:

Investor shall then send a check or wire transfer with the amount considered. please refer to the funding options on page 11 below.

Step 3:

Client shall receive the following documents:

- A signed copy of their account agreement,
- A Certificate of Investment and
- A Transactional Statement & Account Summary (A statement will also be submitted on a transactional basis to the client, via mail or e-mail)

Account Agreement Signature Page

Identification Program Notice: To help the government fight funding of terrorism and money laundering activities, federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account.

Acknowledgment: Client acknowledges that she or he has read and understands all of the terms and conditions of the Transactional Investment Program as described in this Account Agreement and shall be bound by them.

* Name :
First Last

Name :
(if Joint Account) First Last

* Address 1:

Address 2:

* City:

* Country:

* State:

* Zip:

* Daytime Phone :

Cell Phone :

Email :

* Amount considered :

* Signature: _____ Date: _____

Signature: _____ Date: _____

*Please check the applicable boxes

ANNUAL INCOME ¹ (from all sources)	NET WORTH ² (excluding your residence)	LIQUID NET WORTH ³	TAX RATE (highest marginal)
<input type="checkbox"/> \$25,000 and under	<input type="checkbox"/> \$25,000 and under	<input type="checkbox"/> \$25,000 and under	<input type="checkbox"/> 0-15%
<input type="checkbox"/> \$25,001-50,000	<input type="checkbox"/> \$25,001-50,000	<input type="checkbox"/> \$25,001-50,000	<input type="checkbox"/> 16-25%
<input type="checkbox"/> \$50,001-100,000	<input type="checkbox"/> \$50,001-200,000	<input type="checkbox"/> \$50,001-200,000	<input type="checkbox"/> 26-30%
<input type="checkbox"/> \$100,001-250,000	<input type="checkbox"/> \$200,001-500,000	<input type="checkbox"/> \$200,001-500,000	<input type="checkbox"/> 31-35%
<input type="checkbox"/> \$250,001-500,000	<input type="checkbox"/> \$500,001-1,000,000	<input type="checkbox"/> \$500,001-1,000,000	<input type="checkbox"/> Over 35%
<input type="checkbox"/> Over \$500,000	<input type="checkbox"/> \$1,000,001-3,000,000	<input type="checkbox"/> \$1,000,001-3,000,000	
	<input type="checkbox"/> Over \$3,000,000	<input type="checkbox"/> Over \$3,000,000	

Type of Information we are required to collect

When an investor opens an account, Chalfouh LLC is required to collect the following information: Name, date of birth, address, identification number, passport number and country of issuance, residence and photograph of the investor. A corporation, partnership, trust or other legal entity may need to provide other information, such as its principal place of business, local office, certified articles of incorporation and more. If additional documentation is required during the onboarding process one of our team members will reach out to you directly.

Funding Options

1. **Personal or Business Check:** To fund your account you may mail a check to:

Chalfouh LLC
PO BOX 341140
Los Angeles, CA, 90045

If you prefer we may pick up your check via FedEx at no cost to you, please contact your Portfolio Manager to arrange for the pickup. Make check should be payable to: Chalfouh LLC F.B.O. (Your Name).

2. **Wire Transfer:** To wire funds please provide the following information to your bank

Client Wiring Instruction

Please wire funds to:

Bank Name: JP Morgan & Chase
Account Name: Chalfouh LLC
Account Number: 313122266
ABA Number / Routing Number: 021000021 (For US Wires only)
SWIFT: CHASUS33 (For International Wires only)
Bank Address: 12051 Ventura Boulevard, Studio City, CA, 91604
Company: Chalfouh LLC
Please include your name and address in the notes of the wire message



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Phone: +1-818 284 0909
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