

Master Affiliate Agreement

This Master Affiliate Agreement (hereinafter: Agreement) is entered between:

Vekolle Limited, company organized in Marshall Islands registration number: 98052, with the address: Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, 96960 (hereinafter referred to as "Agency") of the ONE PART;

And

Client, with details specified further in the insertion order to this agreement (hereinafter referred to as "Client", which term shall mean and include its successors and permitted assigns) of the OTHER PART

Together also as "Parties" and separately – "Party"

WHEREAS the Agency has the technical, informational resources and professional personnel to provide the services of customer affiliation for the Client's business to improve its economical and marketing indicators for a certain fee;

WHEREAS the Client requires customer affiliation services for their business and therefore has requested them from the Agency;

The Parties hereby agree to the terms and conditions set below:

1. Definitions

1.1 "Client Site" means any internet site owned by the Client for which it receives the services of customer affiliation pursuant to the terms of this Agreement.

1.2 "Affiliation Fee" means the payments that Client has to pay to the Agency as described in the Insertion Order.

1.3 "Applicable Regulations" means any rules of a relevant regulatory authority, the rules of any relevant investment exchange, and any other applicable laws, rules and regulations as in force from time to time and to which this Agreement is subject.

1.4 "Business Day" means any day upon which the banks are open for business, other than a Saturday or a Sunday;

1.5 "Clearance Costs" shall mean all fees paid by Agency to third party companies for credit card clearance, money transfers, e-wallet, and any other payment methods, including (but not limited to) deposit fees and chargeback fees.

1.6 "CPA" means Cost per Acquisition, the number of depositing Customers referred by the Agency to the Client Site during the term through one of the Agency's landing pages, directly from the Agency, through the Link and/or other means that are approved by the Agency such as advertisements, shows, direct mailings, provided that such Customer deposited a minimum amount in his Account, such amount to be determined by the Agency from time to time.

1.7 "Customer" means an individual that: (i) has been directed to the Client's Site by the Agency via the Link or other means (advertisements, shows, direct mailings etc.) ; (ii) is registered on the Website and was not previously registered on the Website or any

website operated by the Client or its related entity; (iii) has had its registration details adequately validated and approved by the Client, including (without limitation) that the individual is confirmed to be 18 years of age or above; (iv) is qualified and authorized to access and use the Website in accordance with the terms and conditions of use of such Website and complies with all applicable laws, rules and regulations.

1.8 "Customer Information" means, without limitation, any and all information associated with a customer of the Client (including the Customer base), including trading information, names, contact information and email addresses, financial and payment method information and any other information regarding the Customers.

1.9 "Fraud" means an actual or attempted act by the Client or any Customer which is reasonably deemed by the Agency to be (i) illegal pursuant to any Applicable Regulation; (ii) made in bad faith; or (iii) intended to defraud the Agency or any of Agency's Websites and/or circumvent any contractual or legal restrictions, regardless of whether such act or attempted act actually causes the Agency any damage or harm. Fraud shall include, without limitation, collusion; abuse of promotions; abuse of the CPA, or other reward structure; violation of money-laundering or other laws and regulations; spamming; false, misleading or unauthorised advertising or representations; use of stolen credit cards; and unauthorised use of any Intellectual Property Rights.

1.10 "Harmful Content" means content which is unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable including, without limitation, content that is aimed at minors; displays sexual, pornographic or obscene acts; contains graphic violence; contains discriminatory content (whether based on race, sex, religion, nationality, ethnicity, sexual preference, physical disability, gender or otherwise) or violates the Intellectual Property Rights of any other party, (including any material copied from third parties without their permission) and/or including any false, misleading or disparaging representations or statements with respect to the Agency and its products and services.

1.11 "Insertion Order" means the inseparable part of the agreement which contains the specifics of ordered CPA's: fees, geographical location, type of payment etc.

1.12 "Intellectual Property Rights" means pending or granted patents, trademarks, service marks, trade names, registered and unregistered designs, trade or business names, copyright (including, but not limited to, rights in software), and any applications for any of the aforesaid, and further includes trade secrets, databases, know-how, rights in confidential information and any other intellectual property rights whatsoever irrespective of whether such intellectual property rights have been registered or not, which may subsist in any part of the world.

1.13 "Link" means a dedicated hyperlink to the Client's Site that will be provided to the Client by the Agency for customers affiliation

1.14 "Report" shall mean reports listing the Client's activity and the commission generated therefrom, prepared by the Agency, in the form, content and frequency of which may, at the Agency's discretion, vary from time to time.

2. Subject of the agreement

2.1 By this agreement the Agency shall use its efforts, time, personnel and resources for the purpose of referring Customers to Client's website via Links and other means of

affiliation including but not limited to advertisements, shows, direct mailings and the Client agrees to pay for the Service on the terms of this agreement.

3. Client's undertakings

3.1 The Client will be solely responsible for the operation and content of the Client Site, including for ensuring that materials posted on the Client Site: (i) are not libelous, obscene, sexually explicit, violent or otherwise illegal; (ii) do not provide unauthorised access to copyrighted content; (iii) do not otherwise actually or potentially infringe any rights of the Company and/or any other third party; or (iv) do not contain any Harmful Content.

3.2. The Client will be solely responsible for ensuring that all the content of the Client Site is original or otherwise is permitted to be published by the owner thereof and it shall obtain all licenses to use any material not produced by it.

3.3. The Client agrees to ensure that its activities and the Client Site will comply with all Applicable Regulations and codes of practice in the jurisdiction that it is operating from and any other jurisdiction that a Customers operate within, including blocking persons under the age of 18 or the minimum legal age from registering as a Customer.

3.4. The Client shall perform its obligations pursuant to this Agreement solely by means of the Client Site. The Client is responsible to refer Customers to the Website solely through the Link provided by Agency.

3.5. Client Site shall not contain any material or statement that is deemed under any Applicable Regulations to be investment advice services, portfolio management, trading platforms management or any other service which requires a license from any relevant authority.

3.6. The Agency reserves the right, under its sole and absolute discretion, to reject the registration of any Customer, including if such person is under the age of 18 or are defined as minors that have not yet reached legal age.

3.7. In addition and without derogating from any of the above, the Client will not at any time by itself, nor will the Client allow, assist or encourage others to, do any of the following

- Use or cause Spamming.

- Do any act which causes the Client Site or any other site to copy or resemble the look and feel of any of the Websites or attempt to pass as any of the Websites or create the impression that any such sites are the Websites or otherwise confuse potential Customers in connection therewith.

4. Agency's undertakings

4.1 Agency shall do it's best effort to provide Client with flow of affiliated customers and shall not in any way interfere this traffic.

4.2. Agency shall calculate the affiliation fee in good faith and shall not distort it's indicators.

4.3. Agency shall provide the Client with calculation report stating the amount of Affiliation fee to be paid.

5. Cost per acquisition

5.1 Client shall pay the Affiliation fee to the Agency for any first time deposit (hereinafter: FTD) made by the customer affiliated by Agency to the Client's website.

5.2 The Client confirms and agrees that Affiliation fee that has been paid to the Agency shall not be returned regardless of any circumstances, for example if the customer has received a refund for Client's services, if the customer has not used Client's service and in any other possible case. Client hereby confirms that all of the due Affiliation fees are non-refundable.

6. Fees and payments procedure

6.1 The fees for the services by this agreement shall be set in the Insertion Order to this agreement and shall depend on CPA's geographical location.

6.2 The fee type shall be chosen from two options: prepayment or post-payment. The option shall be agreed between the Agency and the Client in the Insertion Order.

6.3 Prepayment shall mean a forward payment for amount of certain CPA's. If amount of CPA's exceeds the prepaid fee for all exceeding CPA's post-payments provisions shall apply.

6.4 Post-payment shall be done according to the Reports prepared by the Agency on the basis of actual CPA's.

6.5 The Agency shall provide a Report to the Client stating the number of CPA's and the fee each Monday during this agreement term. The Agency shall pay the fee not later than 3 Business days after Agency has provided the report and the invoice with the payment instructions. All the overdue payments shall be a subject to an extra latency fee of 0.1% per day of delay.

6.6 Client shall be solely liable for all costs related to the referred Customers. Without derogating the above, the Agency shall be fully reimbursed for any Clearance Costs including any costs and expenses reasonably connected with the same, incurred or spent by the Agency or reasonably expected to be incurred or spent, even if not yet incurred or spent. All such costs, expenses and payments may be setoff against any payment due and payable to the Client or otherwise payable within 14 days. Failure to setoff any payment shall not constitute waiver or cessation of such payment or deduction.

7. Liability disclaimer

7.1 The Agency shall not guarantee the frequency, continuity as well as profitability of the customer's traffic and shall not be held liable for it as well. The Agency makes no expressed or implied representations as to the sales and income results of the affiliation process. Agency makes no guarantees either expressed or implied to the number of customers that can be provided to Client or in what time can they be provided.

7.2 The Agency shall not be liable for the subsequent relations between the Client and the affiliated customers.

8. Privacy protection

8.1 Client hereby understands that Agency may transfer customers information that may be object to privacy and data laws regulation.

8.2 The Client agrees to comply with all applicable local, state, national laws and regulations in connection with its use of data obtained from the Agency, including those related to data privacy, international communications and the transmission of personal data. Client agrees that Personal Information or data of any user will be owned by the user, and is the exclusive property of user and shall ensure the preservation of this information and its privacy in accordance with any law or regulation.

9. Term and Termination

9.1 This Agreement shall become effective on the Effective Date and shall last for one year term. Parties may renew this Agreement on mutually acceptable terms and conditions after giving 30 (thirty) days prior written notice of such renewal.

9.2 Agency and Client shall both have the right to terminate this Agreement, by giving 30 (thirty) days' notice for any reason whatsoever.

9.3 Agency hereby undertakes to complete all pending assignments being performed / to be performed by it for Client hereunder prior to such a termination and continue to perform all the Services of a continuous nature till the termination becoming effective (if applicable).

9.4 In advent of closure of any Service or termination of this Agreement, Agency is entitled to temporarily suspend / change / retain services till such a time the pending dues are cleared by Client.

9.5 The Agency may terminate this agreement and immediately request all the due payments from the Client if the Client violates the terms of this agreement and if such breach is not healed after 14 days notice provided by the company. Notice period does not apply if the agreement breach is non-healable. It is the sole discretion of the Agency to decide if the breach of this agreement by the Client is healable.

10. Confidentiality

10.1 Agency and Client will maintain in confidence and will not disclose to third parties without the other's prior written consent

(I) the specific terms of this Agreement; and

(II) information that is proprietary or confidential to Client or Agency. The confidentiality provisions of this Agreement will not apply to and will exclude information generally available to the public, or disclosed to a third party by the owning party without restriction, information rightfully obtained from other sources, information independently developed by the receiving Party or information previously known to a Party (and all analyses, compilations, studies or other documents prepared by the Parties, their agents, employees or professional advisors, which are based on such non-confidential information)

11. Limitation of liability

11.1 IN NO EVENT SHALL AGENCY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT DEROGATING FROM THE ABOVEMENTIONED AGENCY'S AGGREGATE LIABILITY SHALL NOT EXCEED 10000 EUR.

11.2 Agency shall not assume any liability towards Client's Customers, and Client shall indemnify Company for any damaged or expense caused to the Agency by anyone on its behalf, due to customers claims or demands.

11.3 Due to the inherent risk related to communications by electronic means that are caused due to reasons outside Agency's control, Agency shall have no responsibility for any such reasons, delays or failure in the transmission of payment orders or information.

12. Waiver of responsibility

12.1 THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

13. Governing Law

13.1 The Parties hereby agree that any disputes shall be settled through negotiations. In case if such disputes cannot be settled extra judicially, all claims shall be subject to the court procedure - jurisdiction and governing law of the choice of the Agency.

14. Miscellaneous

14.1 This Agreement constitutes the full and entire understanding and agreement between the Parties with regard to the subject matter hereof, and supersedes all prior agreements between the Parties hereof with regard to such subject matter.

14.2. Force majeure - The Agency shall not bear responsibility to any harm or any form which shall be caused to the Client in the event that such harm is the result of a force majeure and any outside event which is not in the control of the Company B. The Company B shall not bear any responsibility for any delay in communications and/or failure in the internet, including, without limitation, computer crashes or any other technical failure.

14.3. Agency is entitled to amend this Agreement without giving prior notice to Client. The Client undertakes to visit Agencie's website to be aware of any amendments. Agency undertakes not to obstruct client from doing so.

14.4. Failure by either party to this Agreement to enforce any term of this Agreement shall not be deemed a waiver of future enforcement of that or any other term of this Agreement.

14.5. No rights and/or obligations of the Client under this Agreement shall be assignable. The Agency may assign all or part of its obligations under the Agreement to sub-contractors.

14.6. The Parties' relationship to each other in all matters relating to the performance of this Agreement is that of independent entities. Nothing contained herein will place the parties in the relationship of partners, participants in a joint venture, contractor-subcontractor, or employer-employee and, except as set forth herein, neither party will have any right to obligate or bind the other in any manner whatsoever nor represent to a third party that it has any right to enter in to any binding obligation on the other's behalf.