

**AGREEMENT**  
for the provision of advertising services  
(Affiliate Agreement)

This agreement governs the provision of paid advertising services between the Currency Com Bel LLC, company registered under the laws of Belarus, in the person of General Manager A.P.Shauchenka, acting under the Charter and the Agreement on delegation of authority of sole executive body of a business entity dated September 4, 2018 (hereinafter referred to as the “Company”), and provider of the advertising services (hereinafter referred to as the “Affiliate”).

This document, posted on the global computer network Internet on the Company's Website at: [https //currency com/](https://currency.com/) (hereinafter referred to as the “Agreement”) is an offer that should be considered as a Company's offer addressed to legal entities and (or) individual entrepreneurs to conclude this Agreement on the conditions below. This Agreement is considered to be concluded at the moment of acceptance by the Affiliate of this offer. The acceptance of this offer is considered as the Affiliate’s fulfillment of all of the following actions in aggregate:

filling out and submitting an affiliate application to the Company at <https://no.currency.com/siunup/> (hereinafter referred to as the “Affiliate Application”), the submission of which results in the registration of the Affiliate (creation of the Affiliate section);

familiarization and acceptance of the terms of this Agreement, expressed by affixing an appropriate mark when submitting an Affiliate Application;

submission of documents and information necessary for the Company to confirm the procedure for registering an Affiliate, conducting the verification procedure of a potential affiliate;

passing the verification procedure of a potential affiliate, provided for by internal rules and (or) regulations in force in the Company.

After filling out and submitting the Affiliate Application and submitting documents and information necessary for the Company to confirm the registration procedure, conducting the verification procedure for the potential affiliate, provided for by the applicable internal rules and (or) regulations, the Company carries out the affiliate verification. The Company confirms the registration of the Affiliate, passing the verification by sending an electronic message to the email address specified in the Affiliate Application.

**1. Definitions**

1.1. Affiliate Section – the area of the Company website where each Affiliate may review the Report, select Banners and Text Links and use other functions that may be added and/or removed at any time by the Company at its sole and absolute discretion.

1.2. Banners and Text Links — any means of graphics, pictures, animation, artwork or text provided by the Company to the Affiliate which the Affiliate uses to promote and to form and maintain interest in the Cryptoplatform (Trading Platform) “Currency.com” and the mobile application “Currency.com Exchange”.

1.3. Company website – [www.currency.com](http://www.currency.com).

1.4. Cryptoplatform (Trading Platform) “Currency.com” – a web platform (a computer program, the access to which is provided by the means of using Internet) for digital tokens (tokens) (hereinafter referred to as “tokens”) trading, the right to use which is possessed by the Company and available at the Company website, which enables its users to

make token sale-purchase transactions and to exchange one type of tokens for another type of tokens, as well as make (carry out) other transactions (operations) with tokens in accordance with the legislation of the Republic of Belarus.

1.5. The mobile application “Currency.com Exchange” – a software that performs the functions of the Cryptoplatform (Trading Platform) “Currency.com” but is used for operation on mobile phones (smartphones), tablets and other similar mobile devices, running on iOS and Android operating systems.

1.6. Affiliate Resources – the website(s) specified in the Affiliate Application (approved by the Company) or other website(s), as well as a mobile application(s), another Internet resource(s), approved by the Company and identified using an identification tracker assigned to the Affiliate and subsequently approved by the Company.

1.7. Traffic is an indicator that determines the number of prospective Introduced Traders who was sent by the Affiliate in the reporting period through the Affiliate’s Resources.

1.8. Fraud Traffic – any interaction (or actions, the purpose of which is possible interaction) with the Cryptoplatform (Trading Platform) “Currency.com”, including through the use of the Affiliate’s Resources, which is performed in illegal or illegal ways, as well as in ways that do not comply with the provisions of this Agreement, regardless of whether it causes real or potential damage to the Company or any third party. Fraudulent traffic includes, but is not limited to, traffic generated by an illegal or non-compliant method, spam or unauthorized promotions, deposits using stolen or lost bank cards, as well as funds received using such cards, unauthorized use of third-parties’ accounts persons or their intellectual property. Company shall be entitled to determine when an activity or its results may be deemed as Fraud Traffic upon its sole discretion.

1.9. Introduced Trader(s) – a natural person who is the user (users) of the Cryptoplatform (Trading Platform) “Currency.com”, referred by the Affiliate through the Affiliate’s Resources specified in the Affiliate Application or another website (other websites) approved by the Company, and identified by the Tracker ID assigned to the Affiliate and subsequently approved by the Company (i.e. the account(s) and/or documents of the relevant person (persons) have been verified by the Company and no violations, drawbacks or abuses have been found out by it), provided that:

(a) such natural person has not already been registered to the Cryptoplatform (Trading Platform) “Currency.com”, including through registration under a different name or other information identifying him;

(b) such natural person, which is not a resident/citizen of the countries, where the Company or its affiliates do not operate in accordance with Prohibited Jurisdiction Policy of the Company or Company’s affiliate (<https://currency.com/ru/pravila-v-otnoshenii-zapreshennyh-urisdikcii>); and

(c) has made a deposit by any means, accepted by the Company or Company’s affiliate in any amount in order to trade via the Company’s product or via the Cryptoplatform (Trading Platform) “Currency.com”.

The Affiliate is not eligible to become Introduced Trader under such Affiliate’s Tracker ID(s), provided exclusively to this Affiliate. In no way a computer-generated user (such as a robot, spider, computer script etc.) can be considered to be an Introduced Trader.

1.10. Group - The Company and any of its affiliated companies.

1.11. Marketing Materials – any material provided by the Company to the Affiliate or agreed by the Affiliate with the Company, and used by the Affiliate in order to provide advertising services and to promote Cryptoplatform (Trading Platform) “Currency.com” and

the “Currency.com Exchange” mobile application, and other products and services the Company is authorised to provide and to refer Introduced Traders from the Affiliate’s Resources to the Company website(s), including Videos, Banners and Text Links (unless otherwise agreed between the Parties).

1.12. Report — information regarding the Affiliate Fees, the Introduced Trader tracking and other information relevant to the Affiliate provided by the Company in the Affiliate Section.

1.13. Spam or Unsolicited Promotions any emails or any other messages that are circulated by the Affiliate, directly or indirectly, including messages that are posted on social media networks, newsgroups, forums, chat boards and other types of online media and which:

(a) are directed at third parties who have not consented in writing in advance to receiving promotional messages from such Affiliate;

(b) contain false or misleading statements (false advertising, etc.);

(c) do not truthfully identify the source or the originating IP address from which it was sent; or

(d) do not provide the recipient with an option to easily be removed from receiving future mailings or promotions.

1.14. Tracker(s) ID — the unique identification code, which is related to the Tracking URL that the Company provides exclusively to the Affiliate, through which the Company tracks Introduced Traders as well as tracks and calculates the Affiliate Fee.

1.15. Tracking URL — a unique hyperlink to the Site(s) enabling the Affiliate to refer prospective Introduced Traders to the Site(s) and the Company to identify the Affiliate that has referred such Introduced Traders for the purpose of calculating the Affiliate Fee.

1.16. Reporting period - 1 (one) calendar month.

1.17. Terms and Conditions of Use of the Cryptoplatfrom – Terms of use of the Cryptoplatfrom (Trading Platform) “Currency.com”, other software and the Website posted on the Internet page: <https://currency.com/en/dogovor>.

Other definitions or terms used in this Agreement are used and understood in the meanings defined by the Terms and Conditions of Use of the Cryptoplatfrom.

## **2. Subject-matter of this Agreement**

2.1. Under this Agreement the Affiliate undertakes to render the services specified by section 2.2 of this Agreement (hereinafter referred to as the “Services”) to the Company and the Company undertakes to accept these services and to pay for them on the terms specified in this Agreement.

2.2. The Services include the following actions of the Affiliate:

(a) to display Marketing Materials on the Affiliate’s Resources using the Tracking URL, in order to direct potential Featured Clients to the Company website;

(b) with prior written consent of the Company to distribute through the Affiliate’s Resources and (or) through the organization of presentations, campaigns and other events among prospective Introduced Traders of information about the Company, as well as about the products and services that the Company (or affiliates of the Company) are entitled to provide. This consent is deemed to have been received if there is a written confirmation from an authorized official of the Company about the issue of such consent.

The Affiliate has the right, at his discretion, to determine the frequency (frequency) and combinations of the above actions.

If the Affiliate plans to use advertising graphic images prepared by him or a third party on his behalf for the provision of the Services, then before using them for the provision of the

Services, the Affiliate is obliged to agree in writing the content of these images with the Company (Group on ensuring compliance with the High Technologies Park Regime). In case of non-fulfillment (improper fulfillment) of this obligation, the Company has the right to recover from the Affiliate a penalty in the form of a fine in the amount of one hundred base values for each violation. This penalty has a punitive nature, in connection with which it shall be recovered in excess of the amount of damages to be reimbursed, and is recognized by the Parties as proportional to the consequences of the appropriate violations.

Before distributing advertisements on the territory (with the Internet segment) of specific territory of the state, targeting advertisements to citizens and other residents of this state and attracting (soliciting) them as Introduced Traders, the Affiliate must make sure that these actions do not violate the legislation of this state. The Affiliate shall be personally liable for possible violations of advertising legislation and other applicable legislation. Notwithstanding other provisions of this Agreement, in case of imposition of sanctions (liability measures) on the Company, employees and (or) representatives of the Company, including administrative or criminal fines, for violation of the legislation of this state as a result of the Affiliate's actions, the Affiliate loses (does not acquire) the right to receive Affiliate Fee for the Services (if received, the Affiliate is obliged to return the amount of the Affiliate Fee to the Company), as well as reimburse (solely pay) in full the amount of the relevant sanctions (liability measures).

2.3. The term of the Agreement (the initial term for the provision of services) begins from the moment the Affiliate completes all the actions provided for in this Agreement for the acceptance of this offer, which for the purposes of this Agreement means the moment of confirmation of the Affiliate's registration and passing the verification expressed by sending the Company an electronic message, confirming verification in the manner prescribed by the Agreement. The term of the Agreement ends on the last day of the year that follows the year of its conclusion (deadline for the provision of services) the tracking number of the Affiliate's tracker in the manner prescribed by the Agreement.

The validity period of this Agreement shall be extended for each subsequent calendar year, if no later than 1 (one) month before the expiration of this Agreement, one of the Parties will receive a written notice expressing the will to not renew this Agreement for the next year, in which case the specified extension does not take place. In accordance with this the service start date and service end date are determined for this renewal of this Agreement: from January 1 to December 31 of each subsequent calendar year.

2.4. The Company shall pay to the Affiliate for the Services specified in section 2.2 of this Agreement in the form of the Affiliate Fee.

Affiliate Fee is a sum of money corresponding to the cost of the number of digital tokens (tokens), which includes 40% of the Commissions and Fees of the Cryptoplatform (Trading Platform) "Currency.com" actually paid to the Company by the Introduced Trader sent by the Affiliate within 24 (twenty four) months from the moment the Introduced Trader created the account (s) on the Cryptoplatform (Trading Platform) "Currency.com".

The amounts of the Affiliate Fee paid to the Affiliate in accordance with the terms of this Agreement include all taxes, the obligation to pay which is imposed on the Affiliate in accordance with the applicable law, including (but not limited to) VAT. The Parties have agreed that the Affiliate is not entitled to demand from the Company the payment (reimbursement) of any amounts of taxes and (or) other payments related to the payment of the Affiliate Fee. In the case if the Affiliate is endowed with this right in accordance with the applicable law and the Company has paid him the corresponding amount, the Company has the right to proportionally (by the same amount) reduce the amount of the Affiliate Fee paid

to the Affiliate in any of the following months.

Introduced Trader will have a 12% discount on commissions and fees of the Cryptoplatform (Trading Platform) "Currency.com" for 3 (three) months from the moment the account is created by the Introduced Trader.

The amount of the Commissions and Fees of the Cryptoplatform (Trading Platform) "Currency.com" is determined in tokens and is payable by the Introduced Traders in the manner provided in clause 9 "Remuneration of the Company" of the Terms of Use of the Cryptoplatform (Trading Platform) "Currency.com".

The amount of the Affiliate Fee provided in this clause is initially calculated by the Company independently in accordance with the terms of this Agreement in USD.cx tokens based on the number of tokens that were paid in the form of Commissions and Fees by the Introduced Traders and based on the data generated on the Cryptoplatform (Trading Platform) "Currency.com". In the case if such Commissions and Fees are paid by the Introduced Traders in tokens other than USD.cx, the Company, in order to determine the amount of the specified remuneration in USD.cx tokens, makes the appropriate calculation using the approaches provided for in subparagraphs 16.4-16.10 of paragraph 16 of the Terms of Use Cryptoplatform at the time of the specified payment. The final amount of the Affiliate Fee provided in this clause and payable to the Affiliate for the reporting month is calculated by the Company independently on the date of the sole compilation of the primary accounting document by the Company in accordance with paragraph 5.5 of this Agreement, by recalculating the amount calculated for the reporting month in accordance with the terms of this paragraph, the number of USD.cx tokens in US dollars.

The Affiliate Fee is paid by the Company on a monthly basis, except for cases when the amount of the Affiliate Fee calculated in accordance with the terms of this Agreement for the reporting period is less than 100 US dollars. If the amount of the Affiliate Fee calculated in accordance with the terms of this Agreement for the reporting period does not exceed 100 US dollars (inclusive), then the corresponding amount in the month following the reporting period is not paid by the Company and is included in the calculation of the amount of the Affiliate Fee for the next reporting period.

The Affiliate Fee is paid to residents of the Republic of Belarus in Belarusian rubles in an amount equivalent to the amount in US dollars, calculated in accordance with the terms of this Agreement, and to non-residents of the Republic of Belarus – in US dollars, unless another payment currency is determined by agreement of the Parties and otherwise provided by law.

Payment of the Affiliate Fee is carried out at the official rate of the Belarusian ruble to the US dollar established by the National Bank on the date of payment, if it is necessary to recalculate the calculated amount of the Affiliate Fee into Belarusian rubles or US dollars in accordance with the terms of this Agreement.

The payment of Affiliate Fee is carried out to the Affiliate bank account provided to the Company. The Affiliate Fee shall be paid only upon successful completion of the compliance and risk checks of the Traffic and the Marketing Materials actually used by Affiliate during service performance under this Agreement, which shall be carried out by the Company.

The Company has the right to change the size of the Affiliate Fee and (or) the method of its determination by notifying the Affiliate in writing at least 3 working days before the fact of applying such changes.

2.5. This Agreement does not grant the Affiliate an exclusive right or privilege to assist the Company in the provision of Affiliate's services, by virtue whereof the Company

may obtain services of other persons of the same or similar nature as those provided by the Affiliate under this Agreement.

The Affiliate shall bear all costs and expenses of any nature whatsoever incurred in connection with this Agreement. The monetary obligations of the Company under this Agreement are limited to the amount of the Affiliate Fee, unless otherwise expressly provided for by this Agreement, or by mandatory rules of law.

If any loss or damage caused by the Affiliate's actions exceeds all withheld amounts, the Affiliate must immediately pay such a difference to the Company, regardless of whether the Company demanded it or not.

2.6. The Company is entitled to monitor the Affiliate's performance of this Agreement including via use of hardware and software (technical facilities).

2.7. The place of provision of the Services under this Agreement is determined in accordance with the legislation of the Republic of Belarus.

### **3. Obligations of the Affiliate**

3.1. The Affiliate hereby represents and warrants that:

(a) the Affiliate has read this Agreement and agrees to all its terms; this Agreement constitutes the Affiliate's legal, valid, and binding obligation, enforceable against the Affiliate in accordance with its terms and the Affiliate has the capacity and authority to enter into and perform this Agreement;

(b) performing this Agreement the Affiliate shall comply with all applicable rules of law including (but not limited) Republic of Belarus, CIS, European Union and (or) other acts relating the activities of the Group, including (but not limited to) those acts that deal with the fight against corruption, the protection of personal data and the prevention of legalization of proceeds from crime, the financing of terrorist activities and the financing of the proliferation of weapons of mass destruction;

(c) the Affiliate is duly organized, validly existing and in good standing under the laws of his jurisdiction or an individual entrepreneur (depending on the legal status of the person who entered into this Agreement), in accordance with the applicable legal requirements;

(d) the Affiliate does not require any authorization to render the Services, or, if it does, until the conclusion of this Agreement it has already obtained such an authorization (in the latter case the Affiliate shall give the Company a copy of the relevant authorization);

(e) the Affiliate is aware and agrees that each Introduced Trader must link to the Website(s) through the Tracking URL and sign up on the Site to enable such Affiliate to receive the Affiliate Fee in accordance with the terms of this Agreement;

(f) it will not do, or neglect to do, anything which as a result of its action or omission, may lead to a detrimental outcome for the Company, affiliate entities of the Company or its clients including will not commit acts that harm the business reputation of the Company and affiliates entities of the Company;

(g) the Affiliate has performed corporate and other procedures (including those provided for by legislation on business companies, property supervision, disposal of state property, limited property rights), which are necessary in accordance with the legislation of the Republic of Belarus and (or) the founding document (constituent documents) of the Affiliate to conclude this Agreement (including those providing for the adoption of a decision on a major transaction or a decision of a state body, obtaining consent, agreement or permission from any entity);

(h) the Affiliate is not bankrupt or subject to any administrative, insolvency, tax or

other proceedings on the Effective date of this Agreement;

(i) the Affiliate agrees to the Company to search, receive, transfer, collect, process, accumulate, store, disseminate and (or) provide the Affiliate's personal data, as well as use them in any way that may be required to enter into and execute this Agreement.

### 3.2. The Affiliate:

(a) at the request of the Company, must undergo a comprehensive financial and legal audit at any time in order to determine the possibility of satisfactorily fulfilling its obligations under this Agreement (the scope of this audit is determined by the Company);

(b) in the provision of the Services, it must use exclusively the Marketing Materials provided and (or) approved by the Company, in the meaning of this term, defined in clause 1.11 of this Agreement, as well as must comply with any business related instructions, directions and guidelines given by the Company in relation to the performance of this Agreement as well as with any other terms and / or conditions of cooperation between the Parties set forth on the Company website(s);

(c) must not give the Introduced Traders any recommendations on making transactions (operations) with the Company, unless, unless otherwise has been explicitly allowed by the Company in writing;

(d) must regularly check the Company website for any updated terms and conditions of trading (for example, Terms and Conditions of Use of the Cryptoplatfrom as well as any other updates and / or promotions issued by the Company and are available at the Company website;

(e) must not hold and/or operate a trading account for any Introduced Trader and/or carry on any trades for Introduced Traders and/or accept and keep any Introduced Traders' funds to be used in relation to this Agreement;

(f) must not use Marketing Materials and / or Marks except for the purposes of performance of this Agreement;

(g) must not target marketing to any persons who are under the age of 18 years old, or (provided they are older than 18 years old) under the age of majority in the territory which the Affiliate is targeting;

(h) must only target marketing to the residents of the countries which are not set in the Prohibited Jurisdiction (<https://currency.com/ru/pravila-v-otnoshenii-zapreshennyh-urisdikcii>). If the Affiliate is interested in target marketing to a resident of any other country it must first receive the Company's prior written approval which may be granted or denied at the Company's sole and absolute discretion. The amount of the Affiliate Fee in the latter case will be determined by the agreement of the Parties;

(i) must not transmit to or in any way, whether directly or indirectly, expose the Company website, the Cryptoplatfrom (Trading Platform) "Currency.com" and / or other Property of the Company or Company's affiliates to any computer virus or other similarly harmful or malicious material, virus or device;

(j) must not support the Introduced Traders on any technical or other matters associated with the use of the Company's websites and Company's products or related to affiliates entities of the Company, Cryptoplatfrom (Trading Platform) "Currency.com" and must direct them to the Company in the event any such matters arise;

(k) must not allow its interests to conflict with its duties under this Agreement as well as the interests of the Company;

(l) must disclose to each prospective Introduced Trader that it provides services to the Company and must inform such prospective Introduced Traders that it has no authority or power act on behalf of the Company;

(m) must not use any language or practices that may be construed as offering any promise or guarantee of any trading gain or profits to any Introduced Trader;

(n) must not engage in high pressure sales tactics or any unethical techniques with regard to any Introduced Trader and shall abide at all times by high ethical standards in its dealings with all Introduced Traders;

(o) must not disseminate documented information that is not documented about the Company without its consent;

(p) must ensure that all the information provided by it to prospective Introduces Traders is true, fair and accurate;

(q) in case of change of address and (or) bank details, contact address and telephone number, fax, notify the Company by sending a message to the Company's email address affiliate@currency.com within 5 (five) business days from the date of entry into force such changes;

(r) must not be engaged, directly or indirectly, in conduct that the Company, at its sole and absolute discretion, deems to be illegal, improper, unfair or otherwise adverse to the operation or reputation of the Company or the Company website or detrimental to other users of the Company website, including without limitation:

(1) carrying out illegal business activities, conducting criminal activities;

(2) engaging in any illegal or improper activity of any type, including but not limited to displaying illegal content on the Affiliate's website(s) or in the Affiliate's emails or offering any illegal goods or services through the Affiliate's website(s) or emails;

(3) operation of a website (websites) that contains or promotes content that is libelous, defamatory, obscene, abusive, violent, bigoted, hate-oriented, illegal, pornographic, related to gambling or link to a website (websites) that contains or promotes such content;

(4) placing links to any of the Company website or other Internet resources of the Company in Spam or Unsolicited Promotions, banner networks (unless otherwise agreed with the Company), counters, multi-channel service systems, guest books, IRC (Internet Relay Chat) channels or through similar internet resources not agreed with Parties;

(5) causing or enabling any transactions to be made that are not in good faith, including among others by means of any device, program, robot, hidden frames and redirects, and "bogus" traffic<sup>6</sup> including received in violation of the terms, rules and (or) contracts of third parties;

(6) establishing or causing to be established any promotion that provides any rewards, points or compensation for and any other activity that the Company deems at its sole and absolute discretion to be of similar nature, or that allows third parties to place links to the Company website;

(7) utilizing any variation, including any misspelling, modification, or derivative, of the Website's (Websites') address of the Company;

(8) use of trademarks (service marks) without the permission of rightsholders (including the rightsholder in respect of which the Company acts without its permission);

(9) unauthorized use of any third party's intellectual property or in violation of the rules; or

(10) offering any person, whether directly or indirectly, any kind of rake-back deal, arrangement for payment or portion of the Affiliate Fee, or any other incentive which may be considered to be a "fee sharing arrangement", "refund" between the Affiliate and such a person.

(s) before distributing advertisements on the territory (with the Internet segment) of a certain state, targeting advertisements to citizens and other residents of this state and



attracting (soliciting) them as Introduced Traders, the Affiliate must make sure that these actions do not violate the legislation of this state. The Affiliate shall be personally liable for possible violations of advertising legislation and other legislation of this state (including in respect of any fines).

(t) in accordance with the Law of the Republic of Belarus of November 10, 2008 No. 455-Z “On Information, Informatization and Protection of Information” must receive clients’ prior written consent to provide the Company with information which includes privacy secret and (or) personal data – when such information will be provided by the Affiliate to the Company during the performance of this Agreement

In the case if the Affiliate violates the provisions including the provisions of section 3 of this Agreement the Company shall have the right, in addition to any other right or remedy available to it under this Agreement or any applicable law, to render the Tracking URLs assigned to such Affiliate as well as Traffic inoperative or fraudulent, and withhold the Affiliate Fee.

#### 4. **Provision of Information**

4.1. The Affiliate shall provide true, accurate and complete information and documentation to the Company as may be requested by the Company from time to time about it and/or its activities and/or its blog and/or its website and/or its social media profile and/or any other information directly and/or indirectly related to this Agreement and notify the Company promptly in case of any changes. The Affiliate acknowledges that it is aware that prior to receiving any Affiliate Fee the Affiliate must provide the Company with all the information that has been requested by the Company before payment of the Affiliate Fee.

The Affiliate must at all times be prepared to provide the Company or anyone from its behalf with sufficient evidence for the ownership of its blog, website, social media profile or any other platform used for the performing Services under this Agreement.

The Affiliate acknowledges that before receiving any Affiliate fee, the Affiliate must provide the Company with all the information requested by the Company (if there was a request).

In case of modification of any information included in the Affiliate Application the Affiliate must provide the modified information immediately after the date of its modification.

4.2. The Affiliate hereby expressly consents that the Company is entitled in whatever form and by whatever medium disclose (to any third party) and / or process any information about the Affiliate, including (but not limited), personal information, the Affiliate’s Fee, the issues of its performance of this Agreements, where it is required to by the applicable law or / and in other cases at the Company’s sole and absolute discretion. The Affiliate authorizes the Company or any persons acting on its behalf to carry out checks of the Affiliate that the Company may deem necessary or desirable.

4.3. In addition to the above the prospective Affiliate shall provide detailed description of the Affiliate’s source(s) of Traffic which the Affiliate intends to use for the purposes of introducing Introduced Traders to the Company, and details of any other media used. The Affiliate shall only obtain Traffic, which have been communicated and approved by the Company during the verification process. Where the Affiliate wishes to use additional source(s) of Traffic, these shall be communicated and approved by the Company prior being used by the Affiliate for the purpose of providing the Services.

The Affiliate authorizes the Company or any persons acting on its behalf, to carry out identity and other checks of the Affiliate as the Company may deem necessary or desirable.

## 5. Terms of Payment of the Affiliate Fee

5.1. The Affiliate Fee shall be paid in accordance with the terms specified in section 3 of this Agreement.

5.2. The Affiliate Fee for each Introduced Trader referred by the Affiliate to the Company website(s) shall be calculated by the Company in accordance with section 2.4. of this Agreement.

5.3. The Affiliate Fee calculated in accordance with the terms of this Agreement shall be paid after the deduction of withholding taxes if there is such an obligation of the Company under applicable law (if the obligation to withhold them belongs to the Company).

5.4. The Company shall track Introduced Traders' activity for the purpose of calculating the Affiliate Fee and such information may be available to the Affiliate in the Affiliate Section. The Company may at its sole discretion accept or decline any Introduced Traders referred by the Affiliate. In case the Introduced Traders' activity looks suspicious to the Company, the Company may, at its sole and absolute discretion, withhold, recalculate, delay or deny payment of the Affiliate Fee or to demand the return of Affiliate Fee paid earlier.

5.5. The parties have come to an agreement that they have the right to draw up primary accounting documents unilaterally, confirming the provision of services under this Agreement, as well as the performance of relevant business transactions, which may include, among other documents, an act on the provision of services. The Company draws up the primary accounting document unilaterally no later than the fifteenth day of each month following the reporting month, except for the case when the amount of the Affiliate Fee calculated in accordance with the terms of this Agreement for the reporting period is less than \$ 100. The Affiliate Fee is paid no later than 30 (thirty) business days from the date the Company prepares the primary accounting document in accordance with this paragraph. If the Company, after 10 business days from the date Affiliate Fee was credited to the Affiliate, has not received any reasoned Affiliate's objections regarding the specified amount of the Affiliate Fee, the amount of such Affiliate Fee is considered to be agreed by the Parties, unless the Company, based on the results of a subsequent check, found an excess such Affiliate Fee over the amount determined in accordance with the terms of this Agreement.

5.6. The Affiliate Fee shall be paid by means of a bank transfer, an electronic payment system remittance, or any other payment method(s) available for the Company. For this purpose, the payment details specified in the Affiliate Application shall be used. The Affiliate must be the owner of the bank account, the rightful cardholder, the details of which are specified in the Affiliate Application. All charges and commissions imposed by a bank, an electronic payment system or within any other payment method on the remittance of the Affiliate Fee, except for charges and commissions imposed by the Affiliate's bank, shall be covered by the Company. All charges and commissions imposed by the Affiliate's bank shall be covered by the Affiliate.

5.7. Notwithstanding any other term of this Agreement, the Company may, at its sole and absolute discretion, withhold, delay or deny payment of the Affiliate Fee in any of the following events:

5.7.1. the Company has reason to suspect that the Affiliate's activity is not in compliance with any applicable rules of law;

5.7.2. the Company has reason to suspect that the Affiliate's activity is in breach of this Agreement;

5.7.3. the Affiliate has failed to provide any piece of information as may be requested (and was requested) by the Company or has provided misleading or incorrect information;

5.7.4. the Company has been notified by any third party of the alleged infringement

of third parties' rights by the Affiliate.

5.7.5. The Company has reason to apply enforcement measures (provided for in Section 17 "Enforcement measures" by the Terms of Use of the Cryptoplatfrom and (or) in cases of direct application by the Company of these measures in relation to Introduced Traders or Affiliate.

5.8. Notwithstanding any other term of this Agreement, in the case if any activity in the Affiliate's account, or in any account which appears to be controlled or managed by the Affiliate, is deemed suspicious by the Company in its sole determination, the Company may, at its sole and absolute discretion, delay payment of the Affiliate Fee to the Affiliate for up to one hundred and eighty (180) days in order to verify the suspicious activity.

In the case if the Company determines that the Affiliate's activity constitutes Fraud Traffic, the Company shall recalculate or withhold the Affiliate Fee, at its sole and absolute discretion, and has the right to demand the return of Affiliate Fee paid earlier.

In the case if the Company determines that the Affiliate's activity constitutes illegal activity other than Fraud Traffic, including but not limited to fraudulent, deceptive or manipulative activity, the Company shall have the right, in addition to any other right or remedy available to it under this Agreement or applicable law, to render the Tracking URLs assigned to such Affiliate inoperative and withhold the Affiliate Fee and has the right to demand the return of Affiliate Fee paid earlier.

5.9. Notwithstanding any other term of this Agreement, in the event that according to the legislation of any country the activities of the Company and (or) the Affiliate will be recognized as inadmissible, and (or) the Company will not be entitled to serve residents/citizens of any country according to the laws of that country, and such residents/citizens were referred by the Affiliate as Introduced Traders under this Agreement, the Company has the right to render the Tracking URLs assigned to such Affiliate inoperative and withhold the corresponding amount from the Affiliate Fee and (or) has the right to demand the return of Affiliate Fee paid earlier.

The fact determination of the inadmissibility of the activities of the Company and (or) the Affiliate in a particular country, as well as the impossibility of servicing residents/citizens of such a country, can be established by the Company's sole discretion or other third parties.

## 6. **Competitive Marketing**

6.1. The Affiliate is prohibited to market directly or indirectly to any prospective Introduced Traders, or to other persons on any of the following:

(a) provide advertising services in relation to an application or an online platform that allows online trading, similar and (or) competing with the Cryptoplatfrom (Trading Platform) "Currency.com", by using Internet resources (including, but not limited to) through using an advertising platform with payment for displays on which the Company promotes the Company website or any other software of the Company, unless otherwise agreed by the Parties;

(b) by using any Company's trademarks without relevant Company permission;

(c) in any other manner which results in the competing of any person with the Company.

6.2. In the case if the Affiliate is in breach of the terms of section 6.1 of this Agreement, the Company shall have the right, in addition to any other right or remedy available to it under this Agreement or applicable law, to render the Tracking URLs assigned to such Affiliate inoperative and withhold the Affiliate Fee.

6.3. The Company is entitled at any time (directly or indirectly) operate or contract

with website(s) that are similar to or compete with the Affiliate's website(s).

### **7. Promotional Activities of the Affiliate**

7.1. The Affiliate is not allowed to issue any advertisement or distribute any promotional materials, whether on the Internet or otherwise, about the Company (except for Marketing Materials).

If the Affiliate provides materials, in order to coordinate them with the Company and use them as Marketing Materials, such materials must be understandable, reliable and not mislead clients in accordance with the requirements of applicable law. After the Company's approval such Marketing Materials are not subject to change by the Affiliate, except in the manner prescribed by this Agreement, and are subject to constant control by the Company.

7.2. The Company grants to the Affiliate a permission to use Marketing Materials prepared by the Company solely for the purpose of fulfilling the terms of this Agreement. This permission from the date of this Agreement is given to the Affiliate under the terms of a non-exclusive license to use the Marketing Materials in the ways necessary for the execution of this Agreement, for the entire duration of its validity and on the territory of the Republic of Belarus and other states, if this does not contradict the acts of the legislation of these states.

7.3. The Affiliate's use of Marketing Materials must comply with the requirements of the legislation the Republic of Belarus, the CIS, the European Union and other acts regulating the activities of the Group, as well as the terms of this Agreement, as well as the principles and (or) conditions set forth in the section for Affiliates.

7.4. The Affiliate must not promote (post, distribute) any Marketing Materials via email, search engine marketing, display advertising, cost per impression advertising, without the prior written consent of the Company.

7.5. Prior to the Affiliate's amendment of any Marketing Materials, the Affiliate must submit a sample to the Company for its review and approval. The amended Marketing Material may be used by the Affiliate only upon receiving the Company's written approval. In the case if such approval is granted, the Affiliate agrees and hereby assigns and transfers to the Company, its successors, assignees, and / or nominees, all of Affiliate's right, title and interest to any Marketing Materials created and made by (or on behalf of the Affiliate). Such rights are considered to be transferred from the moment the Affiliate receives the above-mentioned the Company's written approval.

The Company may require the Affiliate to disclose any URLs which have been used in respect of any Marketing Materials.

7.6. The Affiliate is prohibited to place Marketing Materials or any other promotional materials related to the Company on any website (websites), or use any media or medium which conform to any of the following criteria: (a) promote (including links to) sexually explicit materials, violence, or illegal activities, (b) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, (c) manipulate keyword searches on portals and/or search engines that conflict with the Company's, (d) violate the Company's intellectual property rights or third parties, (e) misspellings of the Company's name in the Affiliate's domain names, (f) do not clearly make available an online privacy policy to visitors of its website(s), (g) are otherwise considered offensive or inappropriate, at the Company's sole and absolute discretion.

7.7. In the case if the Affiliate places any promotional materials about the Company (including Marketing Materials) and / or Marks on any website (websites) accept for that (those) specified in the Affiliate Application without prior written consent of the Company or / and makes use of any amended Marketing Materials without receiving the explicit written

approval by the Company, the Company shall have the right, in addition to any other right or remedy available to it under this Agreement or any applicable law, to render the Tracking URLs assigned to such Affiliate inoperative and withhold the Affiliate Fee.

## **8. Intellectual Property Rights and Data Ownership**

8.1. Except as explicitly permitted and agreed by the Parties herein, nothing in this Agreement or on any of the Company website, should be construed as granting to the Affiliate, by implication, estoppel or otherwise, any license or right to use any marks as well as any copyrights, patents, trade secrets or other intellectual property owned by the Company.

8.2. The Affiliate must not assert the invalidity, unenforceability, or contest the ownership of any of the marks, copyrights, patents, trade secrets or other intellectual property owned by the Company in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice the Company's rights in any marks, copyrights, patents, trade secrets or other intellectual property owned by the Company.

8.3. The Company shall be the sole and exclusive owner of the database of names and contact information and any other data of all Introduced Traders. If in the Company's opinion the Affiliate either tries to, or does, carry out correspondence or otherwise make contact with an Introduced Trader without the Company's prior written approval and these actions of the Affiliate are contrary to the interests of the Company, the Company shall have the right, in addition to any other right or remedy available to it under this Agreement or any applicable law, to render the Tracking URLs assigned to such Affiliate inoperative and withhold the Affiliate Fee. Further, in the event that the Affiliate was provided by the Company with written approval to contact or correspond with an Introduced Trader, and thereafter the Company deems that such contact or correspondence is against the interests of the Company, the Company's shall have the right to revoke the approval which was previously granted.

8.4. The Company is entitled to access information about visitors of the Affiliate's Resources, and may use such information for any purpose at its sole and absolute discretion. In accordance with Article 18 of the Law of the Republic of Belarus dated November 10, 2008 No. 455-Z "On Information, Informatization and Protection of Information" the Affiliate is obliged to obtain from such visitors a prior written consent to provide the Company with such information (consent to provide the Company with information which includes privacy secret and (or) personal data) before providing the Company with such information.

## **9. No Warranties. Indemnification**

9.1. The Marketing Materials that under the provisions of this Agreement that shall be provided to the Affiliate will be provided by the Company "as is". To the fullest extent permitted under the applicable law, notwithstanding anything to the contrary, the Company disclaims all warranties, express or implied, including but not limited to warranties of non-infringement, merchantability and fitness for a particular purpose, with respect to the licenses, the Company website, links to the Company website, or the Company website being accessible or free of errors, viruses or security threats. The Company does not warrant that financial and other results of performance of this Agreement will meet any Affiliate's specific requirements, inter alia, the Company does not guarantee that the Affiliate will earn any specific amount of the Affiliate Fee.

9.2. The Affiliate is obliged to take the necessary actions to prevent the liability of the Company, officials, members, employees, any service providers of the Company, as well

as to prevent claims against the Company, the Company's costs, injuries and losses incurred by it, including legal costs and costs arising directly or indirectly in connection with a violation by the Affiliate of any terms of this Agreement and (or) applicable law, or in connection with any disputes between the Affiliate and any other party related to this Agreement, the Company website, or services provided by the Company to other persons.

## 10. **Liability of the Parties**

10.1. The basis for exemption from liability for non-performance (improper performance) of this Agreement for the Affiliate is the force majeure (by which the Parties mean extraordinary and unavoidable circumstances under these conditions, i.e. natural disasters), and for the Company – the absence of its fault in the form intent.

10.2. Unless otherwise provided by the legislation of the Republic of Belarus, the Company's liability to the Affiliate in any circumstances is limited to the aggregate of the fees paid by the Company to the Affiliate in the three (3) months prior to the act or omission giving rise to liability.

10.3. For any deviation or violation of the terms of this Agreement, the Affiliate bears the full liability established by the legislation of the Republic of Belarus. Compensation made by the Affiliate to the Company for any losses (including lost profits) incurred as a result of Affiliate's activity under this Agreement does not exempt the Affiliate from performing other actions stipulated by or necessary under this Agreement to eliminate violations, or performing other obligations.

10.4. Additionally, to the provision of Section 10.3. of this Agreement the Company has the right to demand from the Affiliate the payment of a fine in the form of a penalty in the following amounts:

\$50,000 (fifty thousand US dollars) for any breach of the obligations under this Agreement or for any Affiliate's action or omission which resulted in or put the Company in any reputable risks or in any libelous information divulgation, which are determined by the Company sole and absolute discretion;

\$20,000 (twenty thousand US dollars) for any breach of the confidentiality obligations under this Agreement;

\$10,000 (ten thousand US dollars) for any other deviation or breach of any provision of this Agreement unless otherwise provided by this Agreement.

This penalty has a punitive nature, in connection with which it shall be recovered in excess of the amount of damages to be reimbursed, and is recognized by the Parties as proportional to the consequences of the appropriate violations. This penalty shall be paid in Belarusian rubles at the official rate of the Belarusian rouble to the US dollar established by the National Bank of the Republic of Belarus on the date of payment of the penalty.

## 11. **Confidentiality**

11.1. All confidential information (including, but not limited to, any business, technical, financial, and customer information) disclosed by the Company to the Affiliate will remain the sole property of the Company. Without prejudice to the foregoing, confidential information will be treated as such provided that such information is not already in the public domain.

11.2. The Affiliate must keep confidential information in secret. Confidential information may be disclosed by the Affiliate to any person only in the following circumstances:

(a) where required by the applicable law (inter alia, if requested by any regulatory

authority authorized to receive such information);

(b) with prior written consent of the Company.

## 12. Termination of this Agreement

12.1. In case of non-performance (improper performance) by the Affiliate of any of its obligations stipulated in clause 3 of this Agreement, the Company has the right to unilaterally and extrajudicially refuse to execute this Agreement. This refusal is made by sending the Affiliate a notification of unilateral refusal to perform this Agreement on extrajudicial procedure. This Agreement is considered terminated by this method after 2 (two) business days from the date of sending to the Affiliate the specified notice. This notification can be sent by the Company, including to the Affiliate's email address provided for in the Affiliate Application. The fact of non-performance (improper performance) by the Affiliate of any of his obligations stipulated in clause 3 of this Agreement is established (qualified) by the Company at its discretion (unilaterally).

12.2. The Affiliate has the right to refuse to fulfill obligations under the Agreement by sending the Company a notification by email and subject to full reimbursement of the Company losses. This Agreement shall be deemed terminated ten (10) business days after the Company receives this notification.

12.3. A significant change in the circumstances from which the Parties proceeded when concluding this Agreement is not a basis for changing or terminating it at the request of the Affiliate.

12.4. After the termination of this Agreement, the Affiliate is no longer entitled to receive any fees in respect of any Introduced Traders.

12.5. Upon termination of this Agreement, the Affiliate must cease use of, and remove from Affiliate's Resources, all Marketing Materials, including Banners and Text Links to the Company website.

12.6. The Company is entitled at any time unilaterally out of court at its discretion to amend this Agreement. Unless otherwise provided by this Agreement, the amendment of this Agreement is unilaterally out of court by sending a notification to the Affiliate at the email address provided in the Affiliate's Application about the amendment of this Agreement indicating the date from which the amendments to this Agreement will enter into force (in this case, the content of the amendments may be briefly disclosed and (or) the amended text of this Agreement may be sent), or by posting on the Company website the amended text of this Agreement with the posting of a notice of the amendments on the Company website indicating the date from which the amendments of this Agreement shall enter into force, or by sending such notification to the Affiliate's specified e-mail address. Unless otherwise provided in the specified notice on the amendment of this Agreement or this Agreement, the changes made by the Company to this Agreement shall apply to the relations of the Company and the Client that arose prior to the date on which this Agreement is considered to be changed.

If after three days from the date of sending the above notification to the Affiliate (posting on the Company website) about the amendment of this Agreement, the Affiliate, by continuing to provide services under this Agreement and (or) otherwise expressed consent to these amendments (approves them), it is considered that this Agreement has been amended by agreement of the Parties (with in the absence of expression of such consent (approval) by the Affiliate (including in the time period that takes place before the expiration of the aforementioned three-day period), it is deemed that the Company changed this Agreement unilaterally out of court the rules of this subparagraph.

### 13. **Miscellaneous Provisions**

13.1. The Parties agreed on the mutual recognition of the legal force of scanned copies of documents, as well as documents relating to the execution, amendment and termination of this Agreement, transmitted by email.

The Parties hereby confirm compliance with the written form of the Agreement concluded in the manner prescribed by this Agreement.

13.2. This Agreement comprises the entire agreement between the Company and the Affiliate, supersedes all prior oral and written agreements pertaining to the subject-matter of this Agreement.

13.3. The Company and the Affiliate are independent of each other, which means that the Affiliate does not have the authority to make any statements and / or guarantees on behalf of the Company or to disclose any information in relation to the Company. Nothing in this Agreement does not create any other legal relations (agency, commission relations and others) except for legal relations directly regulated by this Agreement.

13.4. If any term of this Agreement is or becomes invalid, illegal or unenforceable in any jurisdiction such provision shall not affect the validity and enforceability of the remainder of this Agreement.

13.5. The assignment of the rights (claims) of the Affiliate under this Agreement is possible only with the written consent of the Company.

13.6. If a commercial loan relationship arises under this Agreement, the Company shall not pay interest on it.

13.7. This Agreement is concluded in accordance with the legislation of the Republic of Belarus. In all that is not regulated by this Agreement, the Parties will be guided by the law of the Republic of Belarus.

13.8. Disputes arising from this Agreement shall be resolved in the Economic Court of Minsk (Republic of Belarus). The Parties have the right, but are not obliged, to take measures for pre-trial settlement of the arisen dispute in the claim procedure (by sending a claim and response to it).