

Agreement on Partner Program Participation (Public Offer)

WEB Partner for one part, and International Brokerage Company Gerchik&Co Ltd. registered at the address: Govant Building, BP 1276, Port Vila, Vanuatu, Registration No.40512 hereinafter referred to as the “**Company**” for the other part, hereinafter collectively referred to as the “**Parties**” and each individually as the “**Party**”, have concluded this Agreement on Partner Program Participation (hereinafter referred to as the “**Agreement**”) as follows:

1. Subject Matter

1.1. The WEB Partner by order and under the Company’s control, acting in his/her own name and by using website and/or blog (hereinafter referred to as the “**WEB Resource**”) belonging to and administered by the WEB Partner shall carry out activity on the Internet which were agreed upon with the Company and aimed at capturing clients and attracting them to the brokerage services provided by the Company. In turn, the Company shall pay the WEB Partner a relevant remuneration. The accrual procedure and amount thereof shall be stipulated by this Agreement. Only those clients who underwent personal data verification procedure, concluded Client Agreement and paid a relevant amount as primary margin funds for trades made within the Company’s System and/or performance of investment activities within the Company’s TIMA service shall be deemed to be the clients captured by the WEB Partner.

2. WEB Partner Identity Authentication

2.1. The Company shall be authorized to request the WEB Partner to confirm actuality of the WEB Partner’s personal data entered by him/her during registration in the partner program. For accrual of partner remuneration under this Agreement, the WEB Partner shall register in the Company’s System as the Company’s Client followed by complete verification of personal data according to the procedure established by the Company.

2.2. The WEB Partner shall be fully liable for the authenticity of the documents (copies thereof) submitted by him/her, and hereby acknowledges the Company’s right to request any additional confirmation as the Company may deem fit, should there be any doubt about the authenticity of aforementioned documents.

3. Terms and Conditions of Partner Program Participation

3.1. The WEB Partner shall confirm his/her willingness to carry out activities on the Internet stipulated herein using one or more of his/her own WEB Resources. In the course of fulfillment of his/her obligations under this Agreement, WEB Partner shall guarantee the Company that his/her activities related to the WEB Resources administration which are to be involved in the Company's Partner Program are lawful, and that the WEB Partner is a legitimate right holder of the respective domain names and websites, including content, graphic materials and designer solutions available thereon.

3.2. Upon receipt of inquiries from potential/current clients of the Company at the address of the WEB Partner that require further clarification of the relevant information by the Company's employees, WEB Partner shall contact the representatives of the Company on the date of the relevant inquiry. Upon receipt of the necessary information from the representatives of the Company, the WEB Partner shall hand it over to the relevant client and, if necessary, update own WEB Resource subject to the above information.

3.3. The WEB Partner hereby acknowledges:

- a) all instructions and requirements of the Company received by the WEB Partner under this Agreement as binding and shall ensure their timely execution;
- b) absolute and inalienable rights of the Company regarding the possibility to carry out any activities similar to those carried out by the WEB Partner independently or by way of commissioning third parties, including contract relations with potential contractors, as well as the fact that the number of WEB Partners of the Company is unlimited, and cooperation terms and conditions in this regard may be determined by the Company unilaterally and individually with each partner. In addition, this implies that instructions given by the Company may have an individual specification in relation to the given WEB Partner and shall not extend to all contractors of the Company.

3.4. During the validity period of this Agreement, the WEB Partner shall not:

- a) post any content on the WEB Resources associated with dispersal of scandalous, provocative or other materials that can harm the image and reputation of the Company whether directly or indirectly. Should such materials be identified on the Partner's WEB Resource, the Company shall have reasonable grounds to terminate this Agreement unilaterally and demand from the WEB Partner an adequate compensation for inflicting harm to its image and business reputation;
- b) send spam and make cold calls (i.e. solicitation of business from potential customers who have had no prior contact with the salesperson conducting the call and not expecting the said call) for the customer capture;
- c) create websites of any kind using Gerchik & Co brand in the domain name;
- d) create and use advertising and other materials using the combination of words "Gerchik & Co Student", "Gerchik & Co Team" and any similar variation thereof in own behalf;
- e) perform any manipulations in the Company's System linked particularly but not exclusively to fake capture of affiliated persons, creation of fake WEB Resource traffic, and perform any other inappropriate actions;
- f) carry out activities of any kind including direct or indirect advertising associated with an offer and repayment (compensation) by the Partner of a certain portion of commission fee to the captured clients which is charged by the Company for trading operations performed by such clients.

3.5. The WEB Partner declares, warrants and agrees to search for the clients/partners under this Agreement in accordance with applicable law, rules and standards, not interfere with business relations between the Company and its clients, not distort the facts regarding the Company and any service provided by the Company to its clients/partners, and that this Agreement does not result in violation by the WEB Partner of any law, rules and standards and any other essential agreements or contractual commitments undertaken by the WEB Partner.

3.6. For prevention of unfair business practices, the transfer of the clients between the Partner Groups shall be prohibited.

3.7. In cases where the WEB Partner is a natural entity, he/she shall not be entitled to receive remuneration from own accounts and/or from the accounts of close relatives of the WEB Partner, including affiliates. If the WEB Partner is a legal entity, it shall not be entitled to receive remuneration from the personal accounts of the founders and any persons affiliated to the WEB Partner's organization.

3.8. Should it be revealed that any actions on the account of the client captured by the WEB Partner are inconsistent with statutory documents of the Company, the System usage rules or contest rules, as well as in case of receipt of a commission fee from the accounts that are suspected of fraud, remuneration received by the WEB Partner from the aforementioned accounts shall be written off in full, and such clients shall be removed from the Partner Group of the WEB Partner.

4. Rights and Obligation of the Parties

4.1. The Company shall have the rights:

4.1.1. To execute control over the activities of the WEB Partner, carry out independent monitoring of his/her WEB Resource, point out possible inaccuracies and/or inconsistencies in the posted content. All identified violations or inconsistencies shall be subject to immediate removal by the WEB Partner upon notification of the latter by the Company. If the WEB Partner intentionally ignores these remarks within 10 (ten) calendar days following receipt of the relevant request from the Company, the Company shall have the right to terminate this Agreement unilaterally without payment of remuneration payable to the WEB Partner.

4.1.2. To provide the WEB Partner with necessary content and/or advertising banners, video/audio clips, graphic material related to its activities, as well as analytical information being guided by the necessity of a reasonable use of these materials on the Partner's WEB Resource. Upon receipt of the above recommendations, the WEB Partner shall post them on the WEB Resource to the extent practicable.

4.1.3. To terminate this Agreement unilaterally without payment of remuneration payable to the WEB Partner, should the WEB Partner violate one or more provisions of this Agreement.

4.1.4. To verify the compliance of the Partner's WEB Resource with the requirements of the Company within the scope of activities under this Agreement prior to conclusion and during the validity period of this Agreement. In case of any discrepancies in the Partner's WEB Resource, the Company shall have the right to request WEB Partner to eliminate them and/or terminate this Agreement.

4.1.5. To terminate this Agreement unilaterally in case of low efficiency demonstrated by the WEB Partner and low performance in terms of client capture.

4.1.6. The Company shall have other rights stipulated by the provisions contained herein and/or applicable legislation.

4.2. Obligations of the Company:

4.2.1. The Company shall assist the WEB Partner in order to ensure maximum efficiency of the WEB Partner's activities during the execution of this Agreement, provided that relevant requests from the WEB Partner are received by the Partner Department of the Company.

4.2.2. The Company shall pay relevant remuneration to the WEB upon achievement of positive results by the latter Partner according to clause 1.1. hereof.

4.3. WEB Partner shall have the right:

4.3.1. To receive remuneration under this Agreement.

4.3.2. To receive from the Company information the WEB Partner needs, including to use any information from the Company's official website, while coordinating his/her activities with the Company.

4.3.3. To provide potential clients with various promotional information on the Company with reference to relevant sections of the Company's official website, as well as any other information, the authenticity of which has been confirmed by the Company.

4.3.4. The WEB Partner shall have other rights stipulated by provisions contained herein and applicable law.

4.4. WEB Partner shall:

4.4.1. on own behalf provide marketing and advertising support for the Company's activities on own WEB Resource as agreed upon with the Company, inform the Company's potential clients about the Company's

business scope and services in due and professional manner, post updated information about the Company on own WEB Resource, including a direct link to the official website of the Company gerchik.co. Should the Company's current clients contact the WEB Partner regarding any general issues relating to the Company's services, the WEB Partner shall consult these customers or request the Company to provide relevant information, if necessary.

4.4.2. to provide potential clients with detailed responses and consult them on the Company's services and cooperation terms and conditions in online mode or by using feedback section on own WEB Resource. The availability of the aforementioned section is a mandatory condition for participation in the Company's Partner Program under this Agreement.

4.4.3. to remain competent and well-informed in respect of the services provided by the Company and international financial markets overall.

4.4.4. To execute this Agreement personally and not conclude any sub-agency and/or other agreements (contracts, treaties), whereby the powers and authorities of the WEB Partner or portion thereof can be delegated to the third parties, save for Company's prior approval in writing.

4.4.5. The WEB Partner shall provide information regarding client capture methods and techniques used by him/her, as well as results of the WEB Partner's obligations fulfillment at the Company's request.

5. WEB Partner's Remuneration

5.1. The WEB Partner's remuneration shall depend on a certain type of account used by the captured client and shall be determined according to the following Specification: <https://gerchik.co/docs/information/Specification-for-Partner-Remuneration-Accrual-Method.pdf>

5.2. The WEB Partner's remuneration stipulated in clause 5.1. hereof shall include and cover any and all expenses of the latter relating to fulfillment of the WEB Partner's obligations under this Agreement.

5.3. The remuneration shall be calculated and paid in a manner stipulated by the Company. The remuneration shall be accrued to the WEB Partner's personal client account (balance account) in the Company's System. Funds transferred as WEB Partner's remuneration to his/her personal account in the Company's System can be withdrawn by the WEB Partner independently by submitting a relevant request to the Company in a manner stipulated by the Company's Client Agreement.

6. Force Majeure

6.1 The Parties shall be exempt from liability for partial or complete failure to fulfil their obligations under this Agreement, should such failure result from force majeure circumstances that arose after the conclusion of this Agreement and which are neither reasonably within the control of such Party nor the result of the fault or negligence of such Party, and which occur despite all reasonable attempts to avoid, mitigate or remedy. For purposes of this Agreement, these events shall include but not be limited to floods, fires, explosions, earthquakes, storms, hurricanes, land subsidence, epidemics and other acts of God, wars, military actions, declaration of a state of emergency or martial law in the relevant territory, changes in legislation or other legal acts governing provisions of this Agreement, as well as other events or circumstances beyond reasonable control of such Party which could neither be foreseen nor prevented in any manner whatsoever.

6.2 The Party which is unable to meet obligations under the Agreement due to force majeure event shall promptly, but not later than 3 (three) business days upon occurrence thereof, notify the other Party in writing of the beginning, expected duration and cessation of the above event, having attached a certificate issued by a relevant state authority and confirming the occurrence of force majeure. In case of failure to promptly notify of the force majeure event, the guilty Party shall compensate the other party for the damages caused by the failure to inform or inform promptly.

6.3. An event of force majeure leads to extension of the Agreement for the duration of force majeure.

7. Confidentiality

7.1. In the course of fulfillment of its obligations under this Agreement, each Party shall have the right to receive confidential and official information ("Receiving Party") regarding the other Party, including information on intellectual property owned by the said Party and its activities, research, marketing plans, strategies, and client lists (hereinafter referred to as the "Confidential Information").

7.2. Receiving Party shall keep the confidential information of the other Party in strict confidence and shall not use such information, save as herein otherwise provided and shall not disclose confidential information to third parties without the prior written consent of the Party disclosing relevant information ("Disclosing Party").

7.3. Each Party shall take precautionary measures to protect the Confidential Information of the Disclosing Party, similar to those it uses to protect own similar Confidential Information, but in any case, equal to reasonable care.

7.4. Receiving Party shall make reasonable efforts to ensure fulfillment of the same confidentiality obligations as the Disclosing Party by its employees and counterparties.

7.5. Confidential Information shall not include information which is known to the Receiving Party prior to the receipt date, and was not received or acquired in any form whatsoever under this Agreement; information that is or becomes a part of the public domain through no fault of the Receiving Party; or information that was received from third parties which legally own such information, and assume no liability that such Confidential Information shall remain confidential.

7.6. Receiving Party may disclose Confidential Information to the other Party in execution of legally effective court decision, law, legislative instrument, regulations or other governmental actions, provided that the Disclosing Party is notified in writing prior to information disclosure for the purpose of enabling the Disclosing Party to object to the said transfer through relevant legal action.

7.7. In case of termination or expiration of this Agreement or based on the prior request from Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party all Confidential Information, or destroy such Confidential Information based on a written request from the Disclosing Party and provide the Disclosing Party with a written confirmation of the said destruction. Upon termination or expiration of this Agreement, the Receiving Party shall cease all further use of the Confidential Information both material and non-material form.

8. Dispute Settlement

8.1. The Party which fails to fulfil any of its obligations hereunder shall be liable for the said failure in accordance with applicable legislation of Vanuatu.

8.2. The Parties shall endeavor to resolve all disputes arising out of or in connection with this Agreement by negotiations. All disputes arising between the Parties shall be settled by negotiations. In cases where it is impossible to reach an agreement, the dispute shall be settled under the current statutory procedure of Vanuatu. Pre-trial dispute resolution procedure is mandatory.

8.3. This Agreement is governed and interpreted under the laws of Vanuatu. The Courts of Vanuatu shall have exclusive jurisdiction regarding any dispute, controversy or claim arising out of this Agreement and any issues resulting therefrom.

9. Alteration and Termination of the Agreement

9.1. This Agreement shall come into force upon its acceptance by the WEB Partner and shall be open-ended.

9.2. This Agreement may be terminated by either Party, provided that it notifies the other Party thereof in writing 10 (ten) calendar days prior to termination.

9.3. This Agreement may be terminated by the Company unilaterally in the event of breach of any obligations contained herein by the WEB Partner or inappropriate actions of the latter that may harm Company's reputation. In all situations mentioned in this clause, the Company shall have the right to repossess remuneration payable to the WEB Partner as a compensation for breach of this Agreement.

9.4. The Agreement shall be deemed terminated due to circumstances indicated in clause 9.3. hereof upon expiry of 2 (two) calendar day period immediately after the dispatch of a Notice of Agreement Termination to the WEB Partner's email address. Acknowledgment of receipt of the Notice of Agreement Termination by the WEB Partner shall be irrelevant in this specific case.

10. Auxiliary Conditions

10.1. The WEB Partner hereby confirms and warrants that he/she is fully aware of the aspects of cooperation with the Company, has sufficient knowledge in the field of brokerage activities in the global financial markets, is familiar with the principles of the services provision in Forex, as well as the services offered by the Company, and has the necessary resources and skills allowing him/her to cooperate efficiently with the Company within the scope of this Agreement.

10.2. The WEB Partner shall be fully liable for any harm (whether direct or indirect) caused to the Company due to his/her failure to duly fulfill undertaken obligations, as well as for disclosure of confidential information under the law and this Agreement.

10.3. All amendments, alterations and modifications to this Agreement shall be made by the Company by updating an existing version of this Agreement on the Company's official website. The WEB Partner shall be deemed to have read and understood the aforementioned changes upon publication of the revised version of this Agreement on the Company's official website.

10.4. The WEB Partner shall have no right to assign any of his/her rights and obligations hereunder to any third parties.

10.5. The Parties shall accept as valid all documents and correspondence sent or received by fax, on the Internet and other electronic means of communication and drawn up in electronic form, and they shall equate them to relevant documents made in writing.

10.6. If particular provision of this Agreement is held to be illegal, invalid, or unenforceable or contravene the applicable legislation, the remaining provisions of this Agreement shall remain in full force and effect.

10.7. The Company may amend or alter this Agreement unilaterally. Any amendments thereto shall become effective on the date of publication of a revised version of the Agreement on the Company's official website.