

## LICENSE AGREEMENT

This license agreement (hereinafter referred to as the "Agreement") is concluded between CYBERTECH DOO, a company duly registered in the Republic of Serbia (hereinafter referred to as the "Licensor"), on the one side, and the Licensee (as defined below), on the other side, hereinafter collectively referred to as the "Parties", and individually as "Party".

This Agreement is not a public offer. The Licensor is entitled to refuse to conclude the Agreement at its own discretion, without explaining the reasons for such refusal.

### 1. DEFINITIONS

- 1.1. "Act" has the meaning given to it in Clause 3.1.3 of the Agreement.
- 1.2. "Broker" means a company licensed to carry out brokerage activities, with which the Client has entered into a brokerage service agreement, and which allows the Software (as defined below) to be installed on the Licensee's Trading Account (as defined below).
- 1.3. "Application" has the meaning given to it in Clause 1.5 of the Agreement.
- 1.4. "Service Agreement" means an agreement concluded on the date of this Agreement between the Licensee and the Licensor for the provision of services related to the use of the Software, including but not limited to technical maintenance for the Software, on the terms set forth in such agreement.
- 1.5. "Licensee" means a person who fully and unconditionally accepted this Agreement by sending to the Licensor duly completed and signed Agreement and an application for granting the rights to use the capabilities of the Software in the form specified in Appendix 1 (hereinafter referred to as the "Application") in accordance with the terms and conditions of this Agreement.
- 1.6. "Personal Account" means the control panel of the Licensee's personal settings on the Broker's website in the Internet.
- 1.7. "Report Period" means the term for granting the rights to use the capabilities of the Software equivalent to thirty (30) calendar days from the date of conclusion of the agreement or from the date following the end of the previous Report Period (depending on what is applicable).
- 1.8. "Package" has the meaning given to it in Clause 3.2 of the Agreement.
- 1.9. "Software" means a computer program "bot\_Index" which is a service for algorithmic trading representing a portfolio of trading robots that manage funds in the Trading Account. A full description of the Software is published on the website at: <http://cybertech.rs/>
- 1.10. "Trading Account" means a unique personalized register of transactions on the trading platform opened by the Licensee by using his Personal Account, which, among other things, wholly displays completed transactions, open positions, non-trading operations and orders.
- 1.11. "Conditions" means the following conditions for the entry into force of the Agreement:
  - 1.11.1. Submission of a duly signed and completed Agreement and Application by the Licensee to the Licensor in accordance with the Agreement;
  - 1.11.2. Submission by the Licensee of a duly signed and completed Service Agreement;
- 1.12. "Terms of the Software Provision" have the meaning given to them in Clause 3.1 of the Agreement.
- 1.13. Terms and definitions that are not defined in this section of the Agreement may also be used in the Agreement. In this case, the interpretation of such term is made in accordance with the text of the Agreement. And in the absence of an unambiguous interpretation of the term in other sections of the Agreement, one should be guided by the interpretation of the term defined: first, in the Service Agreement; second, by the legislation of the Republic of Serbia; and third, by the established (common) practice in the Internet.

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## 2. THE SCOPE OF AGREEMENT. GENERAL PROVISIONS

2.1. The Licensor shall grant the Licensee, from the date of fulfillment of all the Terms of the Software Provision, the right to use the Software capabilities under the terms of a non-exclusive revocable license in the manner set forth in this Agreement and the Application for purposes of exchange trade, and the Licensee shall pay the Licensor the remuneration stipulated by the Agreement.

The main function of the Software is automatic trading, that is, opening, tracking and closing transactions on the Licensee's Trading Account.

The Software cannot deposite and withdraw funds from the Licensee's Trading Account.

The Software does not require any Licensee's actions for its functioning, other than those that are explicitly indicated in this Agreement and Applications.

In all cases, it is the Licensee's responsibility to determine whether the Software is comply with the investment objectives and investment and trading strategy of the Licensee.

2.2. This Agreement shall be effective as from the date when all Conditions have been fullfild and shall be valid until the date of its termination.

2.3. None of the information provided by the Lisensor to the Lisensee shall be deemed as individual investment recommendation / consultation, under no circumstances, including those cases when its content explicitly coincides with the requirements of regulatory legal acts for an individual investment recommendation / consultation. Any similarity of the information provided to an individual investment recommendation / consultation is incidental.

2.4. The Licensee shall not be entitled to conclude any sub-license agreements on the transfer of the right to use the Software as a whole and its individual parts.

2.5. The Licensee's use of the Software is permitted worldwide.

2.6. The Licensor does not provide any activity, which is subject to licensing, including brokerage services, trust management, investment consulting or borrowing from the public.

## 3. GRANTING OF THE SOFTWARE

3.1. Under the terms of this Agreement, the Licensee is provided with a non-exclusive revocable license to use the Software within the limits of the capabilities (functionality) of the Software chosen by him, provided that the Licensee fulfills all of the following conditions ("Terms of the Software Provision"):

3.1.1. the Licensee opens a Trading Account with the Broker for each Package chosen by him in the Application;

3.1.2. (a) if the Licensee has selected one Package, then making a minimum deposit to the Trading Account in the amount of at least 10,000 USD (ten thousand US dollars); or (b) if the Licensee has chosen two or more Packages, then making a minimum deposit for each Trading Account for each selected Package in the amount of at least 5000 USD (five thousand US dollars);

3.1.3. transfer of the login(s) and password(s), as well as other information required by the Licensor to access the corresponding Trading Account and install the Software by signing of the appropriate act in the form set forth in Appendix 2 to the Agreement (hereinafter - the "Act"); and

3.1.4. compliance by the Licensee with all technical requirements, as well as all restrictions and conditions for using the Software set forth in the Agreement.

3.1.5. The Licensee has the right to use the Software only subject to the advance payment of the license fee in the manner and on the terms stipulated in the Agreement.

3.2. To gain access to certain features of the Software, including gaining access to specific trading robots within a certain package, depending on the type of risk, in accordance with the description provided on the website at: <http://cybertech.rs/>, (hereinafter - the "Package") The Licensee sends to the Licensor an

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Application, which shall provide the selected features (functionality) of the Software, as well as the license term.

3.3. After processing the Application by the Licensor and providing that the Licensee has opened the required number of Trading Accounts in compliance with the terms of the Agreement, the Parties sign an Act, according to which the Licensee transfers the login and password to the Trading Account to the Licensor to install the Software.

3.4. The Licensor shall install the Software and grant the Licensee the right to use the Software within 5 (five) business days from the date of signing of the Act. If the provision of access is impossible due to the fault of the Licensee, the term for providing access to the Software may be extended until the reasons that prevent the provision of access are eliminated.

The Licensor will notify the Licensee of the installation date of the Software.

#### **4. RIGHTS AND OBLIGATIONS OF THE PARTIES**

4.1. The Licensor has the right to:

- 4.1.1. Modify the Software in order to improve its functioning, as well as add new features (functionality) of the Software at any time without prior notice to the Licensee.
- 4.1.2. Carry out preventive and technical works to maintain the Software features, during which the Licensee will not be able to use the Software in the course of such works. The Licensor is obliged to notify the Licensee of such work no later than 1 (one) business day before the start of such works.
- 4.1.3. Immediately block / suspend the Licensee's access to the Software's capabilities in cases of violation by the Licensee of any provisions of this Agreement.
- 4.1.4. Terminate the Agreement at any time in case of breach by the Licensee of any of the provisions of this Agreement.

4.2. The Licensor is obliged to:

- 4.2.1. Subject to the fulfillment of all the Terms of the Software Provision and payment of the license fee, as well as compliance by the Licensee with other provisions of the Agreement, timely provide the Licensee with the rights to use the Software in line with the Package selected by the Licensee.
- 4.2.2. Provide round-the-clock access of the Licensee on working days to the Software capabilities, except for the period of preventive and technical works specified in Clause 4.1.2.
- 4.2.3. Ensure the confidentiality of the data received from the Licensee during the execution of the Agreement.
- 4.2.4. Advise the Licensee on all issues arising in connection with the use of the Software.
- 4.2.5. Within a reasonable time, inform the Licensee about all updates and improvements to the Software, planned and preventive maintenance work carried out with the Software and / or the Software servers, which may significantly affect the performance of the Software.

4.3. The Licensee has the right to:

- 4.3.1. Use the Software in accordance with the terms and conditions set forth in the Agreement and the Application.
- 4.3.2. Modify the existing or add a new Package by sending a new Application to the Licensor in the manner set forth in Clause 12.11 of the Agreement.

4.4. The Licensee is obliged to:

- 4.4.1. Comply with the provisions of the applicable legislation of the country of residence of the Licensee, this Agreement and other special documents of the Licensor.

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- 4.4.2. Pay the license fee timely and in full amount.
  - 4.4.3. Comply with all technical requirements, as well as all restrictions and terms of use of the Software.
  - 4.4.4. Provide the Licensor with true, complete and accurate information required for the installation and operation of the Software, including but not limited to the login and password to the Trading Account.
  - 4.4.5. Notify the Licensor within a reasonable time, but no later than 5 (five) business days, prior to the planned deposit and (or) withdrawal of funds from the Trading Account on which the Software is installed.
  - 4.4.6. Immediately inform the Licensor about any unauthorized access to the Licensee's Trading Account on which the Software is installed.
- 4.5. The Licensee is expressly prohibited from the following:
- 4.5.1. Sublicense, rent, lease, transfer, resell, donate, exchange, distribute or otherwise use the Software or its copies, as well as disseminate information about the intention to perform the actions listed above, by the Licensee or any other third party.
  - 4.5.2. Modify, merge, adapt, decompile, disassemble, modify, translate into other languages or otherwise alter the Software or any of its components.
  - 4.5.3. Develop derivative products based on the Software.
  - 4.5.4. Perform any actions that may damage, disable, overload the Software or disrupt the functioning of the Software in any way.
  - 4.5.5. Use the Software in any way that violates this License Agreement, any applicable local, national or international law, any other rules and policies.
- 4.6. The Licensee hereby confirms, understands and accepts that he is solely responsible for any of his actions related to the Trading Account on which the Software is installed, including but not limited to any consequences that may result from changing the password to the Trading Account, creating, changing and closing his own orders, changing and closing orders created by the Software, withdrawing funds from the Trading Account (which may entail the risk of the Software not closing market positions), as well as using other computer software that may disrupt the functioning of the Software.

## **5. AMOUNT AND LICENSE FEE PAYMENT PROCEDURE**

- 5.1. The granting of the right to use the Software under this Agreement is not free of charge. In each Report Period, the license fee shall be 0.25% (zero point twenty-five percent) of the amount of funds deposited on the Licensee's Trading Account to which the Software is installed, as of the first day of the corresponding Report Period.
- 5.2. The Licensee pays the license fee to the Licensor for the use of the capabilities (features) of the Software in the following order:
- 5.2.1. The Licensor issues an invoice for payment of the license fee (hereinafter referred to as the "Invoice") for the first Report Period within 3 (three) business days from the beginning of the first Report Period.
  - 5.2.2. The Licensor issues an Invoice for subsequent Report Periods not earlier than 3 (three) business days before the end of the previous Report Period.
  - 5.2.3. The Parties acknowledge that the Invoice sent by the Licensor to the Licensee by e-mail will be accepted by the Licensee, unless otherwise agreed the Parties. The date of receipt of the Invoice sent by the Licensor to the Licensee by e-mail is the business day following the day of sending.
  - 5.2.4. The Licensee shall pay the Invoice issued by the Licensor within 3 (three) business days

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from the date of Invoice in accordance with the invoice details of the Licensor. In case of violation of the terms of payment provided in this Section 5 for more than 3 (three) business days, the Licensor is entitled to unilaterally terminate the Licensee's access to the Software without prior notice to the Licensee until the full payment of the license fee.

5.2.5. The Parties agree that if, within 3 (three) business days after the end of the Report Period, the Licensee makes no claim to the Licensor regarding the granting of the right to use the Software's capabilities, the right to use the Software's capabilities shall be deemed as duly granted.

5.3. All payments under this Agreement shall be made by wire transfer in accordance with Licensor's invoice details.

5.4. The Licensee's payment obligations shall be fulfilled on the date when the funds are credited to the Licensor's bank account.

5.5. All costs and expenses in the Licensor's bank and (or) the Licensee's bank for transferring funds from the Licensee's bank account to the Licensor's bank account (including, but not limited to, all applicable fees) shall be borne by the Licensee.

## 6. REPRESENTATIONS AND WARRANTIES

6.1. All representations and warranties provided by the Parties in this Section 6 of the Agreement are provided on the date of this Agreement and shall remain valid within the whole term of the Agreement.

6.2. Each Party warrants and represents the other Party that:

6.2.1. it has all powers and authority to conduct its activities, as well as to enter into any transaction provided under this Agreement;

6.2.2. it has all necessary powers to enter into this Agreement and perform any actions stipulated by the Agreement;

6.2.3. This Agreement constitutes a legal, valid and binding agreement enforceable against the other Party in compliance with its terms and rules on bankruptcy, insolvency, reorganization and similar rules of general action related to or affecting the rights of creditors in general, and general principles of fairness;

6.2.4. signing and performance of this Agreement, or any agreement or document stipulated by this Agreement, by such a Party does not constitute a violation of its statutory documents, does not contradict and does not constitute a violation of the terms of any agreement, document, court decision, decree or, to the best of such Party's knowledge, any order, law, rule or government regulation applicable to such Party, does not create any charge or other encumbrances in respect to any assets of such Party.

6.2.5. it is not insolvent and / or bankrupt. "Insolvency" means that a Party becomes insolvent or bankrupt (including the cases when it is unable to pay its debts on time and (or) the value of its assets is less than the amount of its liabilities, taking into account its contingent and future liabilities).

6.3. The Licensee hereby also represents and warrants to the Licensor the following:

6.3.1. The Licensee (representative of the Licensee) has provided complete reliable data necessary for execution and performance of this Agreement;

6.3.2. The Licensee enters into an Agreement voluntarily, provided that the Licensee (representative of the Licensee): a) has fully read the terms and conditions of the Agreement, b) fully understands the subject of the Agreement and has obtained all necessary advices from legal and investment counsels, c) understands and accepts that exchange trade is connected with high risks of losing all his investments, d) the Licensee uses the capabilities of the Software at his own risk and bears personal responsibility for all possible financial results of

using the Software on his Trading Account, as well as e) fully understands the meaning and consequences of his actions in relation to the execution and performance of the Agreement;

6.3.3. The Licensee (representative of the Licensee) is legally capable and has all rights and powers necessary for execution and performance of the Agreement;

6.3.4. The Licensee has all rights and powers required to disclose to the Licensor the login and password from the Trading Account, as well as other information required for the execution of the Agreement.

## **7. LIABILITY OF THE PARTIES**

7.1. THE PARTIES SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR CONNECTED WITH THE OTHER PARTY'S BAD FAITH OR NEGLIGENCE.

7.2. UNDER NO CIRCUMSTANCES, WHETHER AS A RESULT OF A BREACH OF A CONTRACT, A GUARANTEE, A VIOLATION OF LAW (INCLUDING BUT NOT LIMITED TO CASES OF NEGLIGENCE) OR ANY OTHER CLAIM OR CAUSE OF ACTION, ANY PARTY SHALL BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR SUBSEQUENTIAL DAMAGES INCURRED AS A RESULT OF OR IN CONNECTION WITH THE DEVELOPMENT, LICENSING, DISTRIBUTION OR OPERATION OF THE SOFTWARE, EVEN IF THE OTHER PARTY WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

7.3. LICENSOR PROVIDES OR MAKES AVAILABLE THE SOFTWARE TO THE LICENSEE ON "AS IS" BASIS. EXCEPT AS EXPLICITLY STATED IN THE AGREEMENT, THE LICENSEE REFUSE FROM ANY REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR LEGAL, REGARDING THE OPERATION OF THE SOFTWARE AND SPECIAL LINKS, INCLUDING, WITHOUT LIMITATION, GUARANTEES OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE, ANY GUARANTEES ARISING FROM PROCESS OF COOPERATION OR PROCESS OF USE, AND ANY GUARANTEE OF CONTINUOUS, UNINTERRUPTED, ERROR-FREE, SAFE, VIRUS AND ERROR-FREE USE, AVAILABILITY OR OPERATION, WITHOUT EXCLUDING THE ABOVE, THE LICENSEE DOES NOT PROVIDE A CONTINUOUS, UNINTERRUPTED, ERROR-FREE, SAFE, VIRUS AND ERROR-FREE USE, AVAILABILITY OR OPERATION OF THE STATISTICS SYSTEM AND SPECIAL LINKS.

7.4. THE MAXIMUM AMOUNT OF THE LICENSOR'S LIABILITY UNDER THIS AGREEMENT IS LIMITED AND IN NO CASE SHALL EXCEED THE AMOUNT OF ACTUALLY RECEIVED LISENCE FEES UNDER THIS AGREEMENT.

7.5. THE LICENSEE ASSUMES ALL RISKS OF FINANCIAL LOSSES OF ANY KIND REGARDING THE USE OF THE SOFTWARE ON THEIR TRADING ACCOUNT. THE LICENSEE UNDERSTANDS THAT EXCHANGE TRADING AND THE USE OF THE SOFTWARE ON HIS TRADING ACCOUNT IS A HIGH-RISK ACTIVITY THAT INVOLVES THE RISK OF LOSING ALL OF THE LICENSEE'S FINANCIAL INVESTMENTS.

7.6. THE LICENSEE AGREES AND ACKNOWLEDGES THAT ANY OF HIS ACTIONS OR ACTIONS OF THIRD PARTIES, DIRECTLY OR INDIRECTLY RELATED TO THE ACTIVITIES OF THE SOFTWARE, OPERATIONS ON THE TRADING ACCOUNT ON WHICH THE SOFTWARE IS INSTALLED, AND (OR) THE LOGIN AND PASSWORD FOR ACCESS TO THE RESPECTIVE TRADING ACCOUNT MAY IMPOSE A SUBSTANTIAL ADVERSE EFFECT ON THE OPERATION OF THE SOFTWARE AND THE FINANCIAL OUTCOME ON THE TRADING ACCOUNT ON WHICH THE SOFTWARE IS INSTALLED, AS WELL AS LEAD TO THE LOSS OF ALL FINANCIAL INVESTMENTS OF THE LICENSEE.

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## 8. CONFIDENTIAL INFORMATION

8.1. For the purposes of this Agreement, the term "Confidential Information" means any information under this Agreement, including the terms and conditions of the Agreement, all annexes, additions, acts and other documents that may be attached to it, the content of business correspondence and negotiations between the Parties, any specific quantitative information, regarding the activities of any of the Parties, as well as other information of an organizational, technological, financial, commercial and other nature disclosed by the Licensor to the Licensee in connection with the conclusion and (or) execution of this Agreement.

8.2. The Parties shall keep Confidential Information and take all necessary measures to secure it.

8.3. The Parties hereby agree that they will not disclose and will not allow the disclosure of Confidential Information to any third party without the prior written consent of the other Party, except as otherwise provided by the applicable legislation, decision of a court of the relevant jurisdiction or other legal requirement of a competent state authority, provided that in the event of any such disclosure: (a) A Party shall notify the other Party in advance of the occurrence of the relevant event, which is associated with the requirement to disclose Confidential Information, as well as the terms and conditions of such disclosure; and (b) shall disclose only that part of the Confidential Information, the disclosure of which is required by the applicable legislation, the decision of the court of the relevant jurisdiction or by other legal requirement of the competent governmental authority.

8.4. For the purposes of this Agreement, disclosure of Confidential Information means any action of the other Party unauthorized by the relevant Party, as a result of which third parties gain access and the opportunity to familiarize with Confidential Information. Disclosure of Confidential Information is also includes the inaction of the relevant Party, expressed in the failure to ensure an adequate level of protection of Confidential Information and entailing access to such information by third parties.

8.5. The Licensee is liable for losses that may be caused to the Licensor as a result of disclosure of Confidential Information or unauthorized use of Confidential Information in violation of the terms of this section of the Agreement, except for cases of lawful disclosure of Confidential Information in accordance with the Agreement.

8.6. The Licensee acknowledges and agrees that the Software and all necessary programs associated with it contain Confidential Information that is protected by the exclusive right of the Licensor. Neither the Licensee himself nor other persons with the assistance of the Licensee shall copy or modify the Software; develop programs derived from the Software; decompile the Software in order to obtain its programming codes; sell, transfer for use, transfer to third parties any rights regarding the Software and the programs provided to the Licensee, as well as modify the Software, including in order to obtain unauthorized access to it.

8.7. The term of confidentiality shall be equal to the entire term of the Agreement, as well as 3 years following the date of termination of the Agreement.

## 9. FORCE MAJEURE

9.1. The Parties shall not be liable for partial or complete non-fulfillment of obligations under this Agreement if this failure has resulted from the force majeure circumstances that arose after the conclusion of the Agreement, or if the failure to fulfill obligations by the Parties under the Agreement has resulted from any extraordinary events that the Parties could not foresee and prevent by applying reasonable measures. Force majeure circumstances include any event that the Party neither can control nor is responsible for their occurrence, including wars, riots, strikes, earthquakes, floods and other natural disasters, fires, power failures that occurred with no fault of the Parties, actions and acts of the state authorities adopted after the conclusion of the Agreement and rendering the fulfillment of the obligations established by the Agreement impossible, and other unforeseen circumstances and events and phenomena beyond the control of the Parties.

9.2. In the event of force majeure circumstances, the affected Party shall notify the other Party about these

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circumstances in writing and within a reasonable period of time, but no later than 5 business days. The notice shall contain information about the nature of the force majeure circumstances, as well as an assessment of their impact on the possibility of the Party fulfilling their obligations under this Agreement and the expected time frame for fulfilling such obligations. The term for the Parties to fulfill their obligations under this Agreement shall be extended in proportion to the time during which force majeure circumstances and their consequences are in effect, preventing the execution of this Agreement.

9.3. If the Party referring to the force majeure circumstances did not promptly notify the other Party of the occurrence of such circumstances, such Party loses the right to refer to the action of the above circumstances in case of failure to fulfill their obligations under this Agreement.

9.4. Upon the termination of the force majeure circumstances, the relevant Party shall, without delay, but no later than 3 (three) business days from the date of the end of such force majeure circumstances and their consequences that prevent the execution of this Agreement, notify the other Party in writing. The notice shall indicate the period within it is expected to fulfill the obligations under this Agreement.

9.5. In cases where force majeure circumstances and (or) their consequences obtains for more than 30 (thirty) days, either Party is entitled to unilaterally and extrajudicially terminate this Agreement by notifying the other Party in writing within 10 (ten) business days before the termination date of the Agreement. The Parties will make all reasonable efforts to reduce any losses that they may incur as a result of termination of the Agreement due to force majeure circumstances.

9.6. Despite the onset of force majeure, the Parties shall make final settlements under the Agreement before the termination of this Agreement due to force majeure.

## **10.AMENDMENT AND EARLY TERMINATION OF THE AGREEMENT**

10.1. All amendments and additions to this Agreement shall be valid if they are made in writing and signed by both Parties. The relevant additional agreements of the Parties and Annexes to the Agreement shall be an integral part of the Agreement.

10.2. The Licensee has the right to unilaterally terminate this Agreement without cause by 30 (thirty) calendar days prior written notice to the Licensor before the date of termination.

10.3. The Licensor has the right to unilaterally terminate the Agreement immediately by written notice to the Licensee at any time and for any reason, including but not limited to the following:

10.3.1. the Licensee provides inaccurate information required by the Licensor to execute the Agreement, including but not limited to the login and password to the Trading Account;

10.3.2. any violation by the Licensee of the terms and conditions of the Agreement;

10.3.3. changing the password for access to the Licensee's Trading Account;

10.3.4. withdrawal of any amount of funds from the Trading Account on which the Software is installed;

10.3.5. termination of the Service Agreement for any reason.

10.4. In case of early termination of the Agreement by the Licensee prior to the expiration of the Report Period, the amount of licence fees for the unused period of the Report Period is non-refundable.

10.5. In case of early termination of the Agreement, or refusal of one of the Parties from the Agreement for any reason or blocking the Licensee's access to the Software's capabilities for other reasons, the Licensor shall not be liable for any orders / transactions opened during operation of the Software on the Licensee's Trading Account. In case of termination of the Software's activities, the completion of all open orders / transactions on the corresponding Trading Account shall be Licensee's responsibility.

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## 11. APPLICABLE LAW AND RESOLUTION OF DISPUTES

11.1. This Agreement and the relationship between the Parties are governed by the laws of the Republic of Serbia without the application of conflict-of-law rules.

11.2. Any disputes, disagreements and other issues that arise or may arise between the Parties that have entered into the Agreement, or their authorized representatives regarding the interpretation of the Agreement and (or) its provisions, shall be resolved by the Parties through negotiations.

11.3. The statutory procedure of the settlement of disputes will be applied by the Parties in the cases provided by the laws.

11.4. If disputes between the Licensee and the Licensor in relation to the Agreement have not been resolved within 15 (fifteen) calendar days through negotiations between the Parties, they shall be settled in the manner prescribed by the applicable legislation in the court at the location of the Licensor.

## 12. FINAL PROVISIONS

12.1. The Licensor may change the features and content of the Software information at any time at their sole discretion. If this entails a reduction in the Licensee's rights, the Licensor will notify the Licensee of such a change, and in this case, the notified Licensee has the right to terminate this Agreement by notifying the Licensor in writing in 20 (twenty) calendar days prior to the termination date.

12.2. This Agreement may be executed through the exchange of one or more signed counterparts of the Agreement via e-mail or other ways of communication that allow the content of the transaction to be reproduced unchanged on physical media, while the requirement for a signature is considered fulfilled if any method is used that allows to reliably determine the person who has expressed the will.

12.3. This Agreement and the granting of the rights to use the Software stipulated by this Agreement apply personally to the Licensee, and the Licensee has no right or ability to assign, transfer or subcontract any rights or obligations under this Agreement without the prior written consent of the Licensor. Any attempt to do so shall be void and null. The Licensor has the full right to assign and transfer the rights and obligations under this Agreement, in whole or in part, without any consent of the Licensee.

12.4. If a court of competent jurisdiction recognizes a particular condition, assurance or limitation of this Agreement as illegal, invalid or unenforceable, in whole or in part, the remaining terms, assurances and provisions continue to apply and under no circumstances will be affected or become invalid. If any provision of this Agreement is deemed to be essentially unenforceable due to its scope, duration, territory or other factor, the court that made this decision has the authority to reduce or limit the specified volume, duration, territory or other factors, and in this case this provision will be enforceable in essence this reduced or limited form.

12.5. The Parties undertake to notify each other about the reorganization, changes in postal addresses, e-mail addresses, bank details, telephone numbers no later than within 5 (five) calendar days from the date of the relevant changes. Each of the Parties independently bears the risks of not notifying the other Party of the relevant changes.

12.6. This Agreement does not create an agency relationship, joint venture, partnership or formal business enterprise or organization of any kind.

12.7. A waiver of the exercise of rights specified by provision of this Agreement shall be void if it is not executed in writing, and no such waiver is a waiver of exercising rights under such provision otherwise or on the basis of other provisions of the Agreement.

12.8. The Agreement is made in two copies, one for each of the Parties.

12.9. Each of the Parties independently pays its taxes, duties and other mandatory payments related to the execution of the Agreement in accordance with applicable law.

12.10. Upon signing this Agreement, all previous negotiations and correspondence on it has no legal force.

12.11. If it is necessary to make changes to the current Application for previously selected Packages, the

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Licensee has the right to send the Licensor a new Application specifying there all parameters of the modifying Package, including those parameters that the Licensee wish to change and those parameters that remain unchanged in accordance with the current Application.

If it is necessary to make additions to the current Application, in particular to add a new Package, the Licensee has the right to send the Licensor a new Application with the obligatory indication of all parameters of the new Package that the Licensee plans to use.

The Licensor has the right to consider a new Application and send the Licensee a refusal to execute a new Application or its objections within 5 (five) business days from the date of receipt of the relevant Application. If, within the specified period, the Licensor has not provided the Licensee with a refusal to execute a new Application or a list of comments and necessary improvements, indicating the deadline of changes, then the new Application shall be considered accepted by the Licensor without comments and shall be effective as from:

- (a) the start date of the next Report Period — for an Application that modifies the existing Package(-s), or
- (b) the date on which the Act of disclosure of the login and password to the new Trading Account will be signed — for the Application in which the addition of a new Package is agreed, unless otherwise unanimously agreed by the Parties in writing, including via e-mail.

All changes and additions to the Application (s) are executed in compliance with the procedure set forth in Clause 12.2 of this Agreement.

## 12. LEGAL ADDRESSES, DETAILS AND SIGNATURES OF THE PARTIES

**Contractor: CYBERTECH DOO**

Email: contract@cybertech.rs  
Address: 19 Avenue, 38-40 Vladimira  
Popovica Street, 11070 Belgrade, Serbia  
Phone: +41779097636  
Bank details:  
Operating account: \_\_\_\_\_  
Bank \_\_\_\_\_  
SWIFT \_\_\_\_\_

**Client:** \_\_\_\_\_

Information regarding the identity document:  
series \_\_\_\_\_ number \_\_\_\_\_  
date of issue \_\_\_\_\_  
authority that issued the document  
\_\_\_\_\_  
Department code \_\_\_\_\_  
Email: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

### SIGNATURES OF THE PARTIES:

On behalf of the Contractor:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

L.S.

On behalf of the Client:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Date of signing the agreement

«\_\_\_\_» \_\_\_\_\_ 20\_\_ г.

Contractor:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Client:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Appendix 1  
to the License Agreement No. w / n dated " \_\_ " \_\_\_\_\_ 20\_\_

**APPLICATION No. \_\_\_\_ FOR GRANTING THE RIGHTS TO USE THE SOFTWARE  
FEATURES**

Information about the Licensee:

FULL NAME. \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact email: \_\_\_\_\_

1. The Licensee selects the Software features from those presented below by putting marks "X" or "✓" in the designated places (marked with ). The Licensee acknowledges that the failure to check the box is not a choice of the Software's capability and does not entail any consequences for the Parties.
2. A full description of the Packages and robots can be found on the website at: <http://cybertech.rs>.
3. The Application is considered to be completed properly if the Licensee completes all the columns in the "Information about the Licensee" section above, as well as completes all the lines within the selected Package (s) below.

Select a Package, depending on the type of risk	<input type="checkbox"/> <b>Highly Profitable</b>	<input type="checkbox"/> <b>Balanced</b>	<input type="checkbox"/> <b>Conservative</b>
Robots within the Package	BRUTE BUTCHER	CASABLANCA DR. RENKO SCANNER FISHER ATOM	FIJI PATRIOT QBRAIN TECHNO DIAMOND

To process the Application after filling it in, the Licensee shall sign the Application and send its color scanned copy to the following email address of the Licensor: contract@cybertech.rs

**Licensee:**

\_\_\_\_\_ / \_\_\_\_\_ /

" \_\_ " \_\_\_\_\_ 20\_\_

Contractor:

\_\_\_\_\_ / \_\_\_\_\_ /

Client:

\_\_\_\_\_ / \_\_\_\_\_ /

Appendix 2  
to the License Agreement No. w / n dated " \_\_ " \_\_\_\_\_ 20\_\_**ACCEPTANCE ACT FOR LOGIN AND PASSWORD TO THE TRADING ACCOUNT**

The Parties hereby under the License Agreement No. w / n dated \_\_\_\_\_ 20\_\_. ("**Agreement**") confirm that the Licensee has transferred and the Licensor has accepted the following information:

<b>Information</b> / <b>The Package for use of which the information is being provided</b>	<b>Highly Profitable</b>	<b>Balanced</b>	<b>Conservative</b>
Broker with a Trading Account			
The Licensee's login to the Trading Account			
The Licensee's password to the Trading Account			
The amount of the deposit on the corresponding Trading Account			

The Licensor reserves the right to clarify with the Licensee any other information required by the Licensor to execute the Agreement via email.

**Licensor:****Licensee:**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

" \_\_ " \_\_\_\_\_ 20\_\_

" \_\_ " \_\_\_\_\_ 20\_\_

Contractor:

Client:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_