

## SERVICE AGREEMENT

This service agreement (hereinafter referred to as the "Agreement") is executed between CYBERTECH DOO, a company duly registered in the Republic of Serbia (hereinafter referred to as the "Contractor"), on the one side, and the Client (as defined below), on the other side, hereinafter collectively referred to as "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. **"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 Service (as defined below) to be installed on the Client's Trading Account (as defined below).

1.2. **"License Agreement"** means an agreement concluded on the date of this Agreement between the Client and the Contractor, to provide the Contractor with exclusive rights to use the computer program "bot\_Index", the description of which is presented on the website at: <http://cybertech.rs/index.html> (hereinafter referred to as the "Service") on the terms set forth in such agreement.

1.3. **"Personal Account"** means the control panel of the Client's personal settings on the Broker's website in the information and telecommunications network "Internet".

1.4. **"Client"** means a person whose details provided in section 12 of the Agreement.

1.5. **"Report Period"** means the term for the provision of the Services 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 (as applicable).

1.6. **"Package"** has the meaning given to it in the License Agreement.

1.7. **"Invoice"** means an invoice for Services provided by the Contractor to the Client, which shall be issued by the Contractor within 5 business days from the end of the relevant Report Period.

1.8. **"Trading Account"** means a unique personalized register of transactions on the trading platform opened by the Client using the Personal Account, which, among other things, wholly displays completed transactions, open positions, non-trading operations and orders.

1.9. **"Conditions"** means the following conditions for the entry into force of the Agreement:

1.9.1. Execution of the License Agreement by the Client;

1.9.2. Submission of this Agreement, duly completed and signed by the Client, to the Contractor;

1.10. **"Services" or "the 'bot\_Index' Services"** means a set of services provided by the Contractor to the Client in connection with the transfer by the Contractor to the Client of exclusive rights to use the Service under the License Agreement, which includes the following services:

1.10.1. advising the Client about the Service options and the principles of their using;

1.10.2. assisting the Client in installing and setting up the Service in accordance with the paid Package (as defined below);

1.10.3. technical maintenance of the Service;

1.10.4. maintaining the current version of the Service software running, providing if necessary software modifications to fix the identified problems; and

1.10.5. providing the Client with the opportunity to use the Service during the paid period and in accordance with the paid Package (as defined below).

1.11. Terms that are not defined in this section of the Agreement may also be used in the Agreement. In

Contractor:

Client:

1

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

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

this case, the interpretation of such a 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 License Agreement; second, by the legislation of the Republic of Serbia; and third, by the established (common) practice in the information and telecommunications network "Internet".

## 2. THE SUBJECT OF AGREEMENT

2.1. Under this Agreement, the Contractor undertakes to provide the Client with "bot\_Index" Services, and the Client undertakes to accept and pay for the Services provided in accordance with the terms and conditions set forth in this Agreement.

2.2. This Agreement shall be effective as from the date when all the Conditions have been fulfilled and shall be valid until the date of its termination as per Section 7 of this Agreement.

## 3. PROVISION OF THE SERVICES

3.1. The Contractor begins to fulfill their obligations under this Agreement as from the date when the Terms of the Software Provision (as defined under the License Agreement) have been fulfilled in accordance with the License Agreement.

3.2. The Client is solely responsible for the security and confidentiality of his registration data: login (s) and password (s) to the Personal Account and (or) to the Trading Account. All actions performed by using the login (s) and password (s) of the Client are considered to have been performed by the Client. The Contractor is not responsible for any unauthorized use of the Client's registration data by third parties.

3.3. The condition for the installation and maintenance of the Service, as well as the delivery of the relevant Services, is the provision by the Client to the Contractor of complete and reliable information required for the installation and operation of the Service, including but not limited to the login and password to the Trading Account.

3.4. If the Client chooses several Packages in compliance with the License Agreement, the Client (a) acknowledges that a separate Trading Account is required for the use of each Package and the provision of the corresponding Services and (b) shall ensure that respective accounts shall be opened and the Contractor is provided with information in relation to these accounts required for the provision of the Services.

3.5. The Client agrees and acknowledges that for the correct operation of the Service and the provision of the Services, the Client should not independently carry out trading or otherwise interfere with the operation of the Service (including create, modify and (or) close orders) on the Trading Account on which the Service is installed.

3.6. To avoid any doubt, all issues related to opening a brokerage account, Trading Account, depositing and withdrawing funds from Client's brokerage account, purchasing and installing equipment and software products necessary for this purpose, as well as other consultations not directly specified in this Agreement, are not subject to this Agreement and are resolved by the Client independently or with the engagement of qualified professionals at his own expense.

3.7. None of the information provided by the Contractor to the Client 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 / advice is incidental.

Contractor:

Client:

2

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

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

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

4.1. The Contractor shall:

- 4.1.1. Provide the Client with the bot\_Index Services in compliance with the terms and conditions of this Agreement.
- 4.1.2. Ensure the confidentiality of the Client's data.
- 4.1.3. The Contractor is obliged to immediately notify the Client and, before receiving instructions from him, to suspend the fulfillment of obligations under the Agreement once the circumstances beyond the Contractor's control occur that threaten the quality of the results of the fulfillment of obligations under this Agreement.

4.2. The Contractor has the right to:

- 4.2.1. Require payment for duly rendered Services in compliance with this Agreement.
- 4.2.2. Request the information and documentation necessary for the provision of the Services from the Client.
- 4.2.3. Temporarily suspend the provision of the Services to the Client under the Agreement for technical reasons that impede the provision of the Services, for the period of elimination of such issues.
- 4.2.4. Suspend the provision of the Services to the Client under the Agreement in the event of late payment for the Services, the period of which exceeds 3 (three) business days.
- 4.2.5. Suspend the provision of the Services under the Agreement and / or early terminate the Agreement unilaterally at any time for any reason by sending a notification to the Client.
- 4.2.6. Engage subcontractors (outsourcers) in the execution of this Agreement on a contractual basis without any consent of the Client.

#### **5. RIGHTS AND OBLIGATIONS OF THE CLIENT**

5.1. The Client shall:

- 5.1.1. pay for the Services in accordance with this Agreement;
- 5.1.2. provide true, accurate and complete information about himself and other information necessary for the Contractor to provide the Services, as well as keep this information up to date. If the Client provides inaccurate information or the Contractor has reason to believe that the information provided by the Client is incorrect, incomplete or inaccurate, the Contractor has the right to immediately suspend the provision of Services and (or) terminate this Agreement and the License Agreement.
- 5.1.3. be fully responsible for the security of his login and password (logins and passwords of the Client's representatives) from the Personal Account and (or) the Trading Account, as well as for all actions performed under the login (s) and password (s) of the Client (Client's representatives).
- 5.1.4. immediately notify the Contractor about any case of unauthorized access (not permitted by the Client) to the Trading Account by using the Client's (Client representative's) login and password and / or about any security breach;
- 5.1.5. not to use the Service for: a) deliberate violation of the law; and b) disruption of the normal operation of the Service.
- 5.1.6. not to transfer (assign) his rights and (or) obligations under the Agreement to any third party

Contractor:

Client:

3

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

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

without the prior written consent of the Contractor;

5.1.7. not to allow the use of other programs for algorithmic trading on the same Trading Account on which the Service is installed, as this may lead to instability of the Service and improper provision of the Services, as well as financial losses of the Client.

5.2. The Client has the right to:

5.2.1. require the Services provided in accordance with this Agreement.

## 6. FEES AND TERMS OF PAYMENT

6.1. The fees of the Services in each Report Period is 25% (twenty-five percent) of the amount of profit on the Client's Trading Account obtained as a result of using the Service for the corresponding Report Period.

The Client's profit for the first Report Period shall be calculated as the difference between the amount of the deposit on the Trading Account on the first day of the corresponding Report Period and the amount of funds in the specified account on the last day of the first Report Period.

The Client's profit in subsequent Report Periods shall be calculated as the difference between the amount of the Client's maximum profit on the Trading Account achieved in the previous Report Periods and the Client's profit on the specified account on the last day of the corresponding Report Period.

6.2. The Contractor unilaterally has the right to change the fees and payment conditions for the provision of Services. Once established, the fees and payment conditions for the provision of Services are valid until the next change. Changes in the fees and payment conditions for the provision of Services shall be brought to the attention of the Client at least 7 (seven) days prior the date these changes come into force.

6.3. Payment for the Services shall be made by the Client by wire transfer in accordance with the invoice details of the Contractor.

6.4. The Invoice for the relevant Report Period shall be sent to the Client via e-mail specified in Section 12 of this Agreement, unless otherwise agreed by the Parties in writing.

6.5. The Parties acknowledge that copies of the Invoice sent by the Contractor to the Client via e-mail will be accepted by the Client, unless otherwise agreed by the Parties. The receipt date of the Invoice sent by the Contractor to the Client via e-mail shall be the next business day after the day of sending.

6.6. The Parties agree that if, within 3 (three) business days after the end of the Report Period, the Client does not file a claim against the Contractor regarding the quality of the Services provided, the Services shall be deemed to be of proper quality and accepted by the Client in full.

6.7. The Client shall pay the Invoice within 3 (three) business days from the date of Invoice.

6.8. In case of violation of the payment terms for more than 3 (three) business days, the Contractor has the right to unilaterally terminate the provision of the Services without prior notice to the Client.

6.9. The Services shall be considered paid by the Client from the moment when the entire amount of service fee has been credited to the Contractor's bank account.

6.10. All costs and expenses in the Contractor's bank and (or) the Client's bank for transferring funds from the Client's bank account to the Contractor's bank account (including, but not limited to, all applicable fees) are borne by the Client.

Contractor:

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

Client:

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

## **7. PERIOD OF EFFECTIVNESS, AMENDMENTS TO AND EARLY TERMINATION OF THE AGREEMENT**

All modifications and additions to this Agreement will be valid provided that they are made in writing and signed by both Parties.

7.1. To avoid any doubt, the Parties understand and confirm that this Agreement is accessory obligation to the License Agreement and in case of termination of the License Agreement for any reason, this Agreement terminates with it simultaneously.

7.2. If the Client violates the terms of payment for the Services specified in Section 6 of this Agreement, the Contractor has the right to suspend the provision of the Services.

7.3. In case of early termination of the Agreement, the Client shall pay the fees for the Services provided by the Contractor during the relevant Report Period up to the date of termination of the Agreement (inclusive), within 3 (three) business days from the date of Invoice.

7.4. The Contractor has the right to immediately and unilaterally terminate the Agreement by sending a notification to the Client at any time and for any reason, including but not limited to in the following cases:

- 7.4.1. any violation by the Client of the terms and conditions of the Agreement;
- 7.4.2. changing the password for access to the Client's Trading Account;
- 7.4.3. withdrawal of any amount of funds from the Trading Account on which the Service is installed;
- 7.4.4. termination of the License Agreement for any reason.

7.5. In case of early termination of the Agreement or suspension of the provision of Services by the Contractor for any reason, the Contractor shall not be liable for orders / transactions opened during the operation of the Service on the Client's Trading Account. In the event of termination / suspension of the provision of the Services, the Client is fully responsible for the completion of open operations / transactions on the corresponding Trading Account.

## **8. WARRANTY**

8.1. During the term of the Agreement, the Contractor will make efforts to eliminate any failures and errors in the operation of the Service if they occur within a reasonable time. At the same time, the Contractor does not guarantee the absence of errors and failures in the provision of the Services to the Client, including those occurring in relation to the Service operation.

8.2. With the exception of the guarantees explicitly specified in the Agreement, the Contractor does not provide any other direct or implied guarantees under this Agreement and expressly refuse any guarantees or obligations regarding non-violation of the rights and / or compliance of the Services with the specific purposes of the Client.

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

8.4. By accepting of the terms and conditions of this Agreement, the Client (or Client's representative, including an individual duly authorized to execute the Agreement on behalf of the Client) warrants and represents the Contractor that during the entire term of the Agreement:

8.4.1. The Client (Client's representative) has provided complete reliable data required for the provision of Services and (or) invoicing, and for the identification of the Client (Client's representative);

8.4.2. The Client enters into the Agreement voluntarily, while the Client (Client's representative):

Contractor:

Client:

5

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

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



- a) has fully read the terms of the Agreement, b) fully understands the subject of the Agreement and has obtained all necessary advices from legal and investment experts, c) understands and accepts that trading on the exchange platform and the Service is connected with high risks of losing all his investments, d) the Client receives the Services and uses the Service at his own risk and bears personal responsibility for the possible financial outcome of using the Service on his Trading Account, and also e) fully comprehends the meaning and consequences of his actions in relation to the execution and performance of the Agreement;
- 8.4.3. The Client (Client's representative) is legally competent and has all rights and powers necessary for the execution and performance of the Agreement;
- 8.4.4. The Client has all the rights and powers necessary to disclose to the Contractor the login and password from the Trading Account, as well as other information required for the provision of the Services and the Service functioning.

## 9. LIABILITY AND LIMITATIONS OF THE LIABILITY

- 9.1. For violation of the terms of the Agreement, the Parties shall be liable in accordance with this Agreement and / or the applicable legislation of the Republic of Serbia.
- 9.2. The Contractor under no circumstances shall be liable for:
- 9.2.1. any actions / inaction / losses resulted directly or indirectly from the actions / inaction of the Client and / or third parties;
  - 9.2.2. any indirect losses and / or lost profits of the Client and / or third parties, regardless of whether the Contractor could foresee the possibility of such losses or not;
  - 9.2.3. use (impossibility of use) and any consequences of the use (impossibility of use) by the Client of the chosen form of payment for the Services under the Agreement, as well as the use (impossibility of use) by the Client and / or third parties of any means and / or methods of transmission / receipt of information;
  - 9.2.4. use (impossibility of use) and any consequences of the use (impossibility of use) of the Service by the Client;
- 9.3. The maximum amount of the Contractor's liability under this Agreement shall be limited and in no case shall exceed the amount of actually received remuneration for the Services provided under this Agreement.
- 9.4. The Client assumes all risks of financial losses of any kind regarding the use of the Service on their Trading Account. The Client understands that the implementation of exchange trading and the use of the Service on his Trading Account is a high-risk activity that involves the risk of losing all of the Client's financial investments.
- 9.5. The Client agrees and acknowledges that any of his actions or actions of third parties, directly or indirectly related to the activities of the Service, operations on the Trading Account on which the Service is installed, and (or) the login and password for access to the specified Trading Account may impose a substantial adverse effect on the operation of the Service and the financial outcome on the Trading Account on which the Service is installed, as well as lead to the loss of all financial investments of the Client.
- 9.6. The Contractor shall not be liable for any possible loss or damage to data that may occur due to the Client's violation of the provisions of this Agreement.
- 9.7. 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

Contractor:

Client:

6

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

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

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 through no fault 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.

9.8. In the event of force majeure circumstances, the affected Party shall notify the other Party about these circumstances in writing and within a reasonable period of time, but no later than 5 (five) business days. The notice must 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.

9.9. 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.

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

9.11. In cases where force majeure circumstances and (or) their consequences obtains for more than 30 (thirty) days, either Party is entitled to unilaterally and extra judicially terminate this Agreement by notifying the other Party in writing within 10 (ten) business days before the planned date of termination 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.

9.12. 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. CONFIDENTIAL INFORMATION

10.1. 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 Contractor to the Client in connection with the conclusion and (or) execution of this Agreement.

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

10.3. 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 for by the current applicable legislation, decision of a court of the relevant jurisdiction or other legal requirement of a competent governmental 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, decision of the court of the relevant jurisdiction or by other legal requirement of the competent governmental authority.

Contractor:

Client:

7

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

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

10.4. For the purposes of this Agreement, disclosure of Confidential Information includes the actions 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 including as 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.

10.5. The Client understands and agrees that the Service and all necessary programs associated with them contain confidential information which is protected by the exclusive right of the Contractor. Neither the Client himself nor other persons with the assistance of the Client shall copy or modify the Service; create programs derived from the Service; penetrate the Service software in order to obtain the program codes; sell, transfer for use, transfer to third parties any rights regarding the software and the Service provided to the Client, as well as modify the Service, including in order to obtain unauthorized access to it.

10.6. 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.

## 11. OTHER TERMS AND CONDITIONS

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

11.2. This Agreement may be executed through the exchange of one or more signed counterparts of the Agreement using 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.

11.3. The Client shall not be entitled to assign or transfer their rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party.

11.4. Notwithstanding any provisions of this Agreement, the Contractor is an independent party and is not an agent, partner or joint venture of the Client.

11.5. 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.

11.6. 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.

11.7. 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 risk of not notifying the other Party of the relevant changes.

11.8. 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.

11.9. All disputes and disagreements under this Agreement shall be resolved by the Parties through negotiations.

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

11.11. If disputes between the Contractor and the Client in relation to the Agreement have not been

Contractor:

Client:

8

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

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



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 Contractor.

11.12. Any notification that one Party sends to the other Party in accordance with the Agreement shall be sent by e-mail, postal service with return receipt, or sent via a recognized international courier service with confirmation of delivery. Notifications are sent by the Parties to the addresses specified in Section 12 of this Agreement.

11.13. The Agreement is compiled in 2 (two) original copies having the same legal force, one copy for each Party.

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

**Contractor: CYBERTECH DOO**

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

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

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:

On behalf of the Client:

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

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

L.S.

Date of signing the agreement  
«\_\_\_\_» \_\_\_\_\_ 20\_\_ г.

Contractor:

Client:

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

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