

Platform User and Software License Agreement

THIS AGREEMENT TAKES EFFECT WHEN YOU (“**YOU**” OR “**CUSTOMER**”) CLICK THE “I ACCEPT” BUTTON BELOW OR BY ACCESSING OR USING THE SERVICES (the “**Effective Date**”). BY CLICKING ON THE “I ACCEPT” BUTTON BELOW OR BY ACCESSING OR USING THE SERVICES YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT FOR AN ORGANIZATION, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE SELECT THE “I DECLINE” BUTTON BELOW. IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.

WHEREAS, EPAROX, Inc., a Delaware corporation (“**We**” or “**Provider**”) is a software provider and neither a trader, nor a broker nor an agent thereof;

WHEREAS, Provider owns and operates an online portal (the “**Online Platform**”);

WHEREAS, the terms and conditions of the then applicable Online Platform, as amended from time to time in Provider’s sole discretion, are attached hereto as Exhibit A (“**Standard Terms of Use for Online Platforms**”);

WHEREAS, Provider further owns certain software for artificial intelligence (AI) automated and semi-automated trading systems, which are further described in detail in Exhibit B hereto, and marketed and branded in the industry as “TauriFX” (the “**Software**”);

WHEREAS, the Software contains simple to complex algorithms designed for foreign exchange trading and can therefore be used as part of a trading system that utilizes advanced and complex mathematical models and formulas to make high-speed decisions and transactions in the foreign currency and exchange markets;

WHEREAS, the Software constantly analyzes market conditions and Customer’s Account (as defined below) and on that basis, positions are opened and closed;

WHEREAS, Customer may connect the Software with an account of its choice at a broker/brokerage firm through the use of the Online Platform;

WHEREAS, Customer may decide to disconnect the Software the Online Platform in its sole discretion;

WHEREAS, Provider wishes to grant Customer a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Online Platform;

WHEREAS, Provider further wishes to grant Customer a personal, limited, non-exclusive, revocable, non-transferable, and non-sublicensable license to use the Software for the sole purpose of copying certain trades as authorized in the sole discretion of Customer in strict conformity with the terms and conditions set forth herein; and

WHEREAS, Provider may provide support, Application Programming Interface (“API”) connectivity and other services in connection with its operation of the Online Platform (all such the “Other Services,” together with the access to the Online Platform, are the “Services”).

NOW, THEREFORE, in consideration of the premises and the covenants and representations contained herein, the Parties hereby agree as follows:

1. Conflict. In the event of an unequivocal conflict or inconsistency between the terms of this Agreement and the Standard Terms of Use for Online Platforms, the terms of this Agreement shall supersede and control. In the event terms in this Agreement are silent, the terms of the Standard Terms of Use for Online Platforms shall govern the Customer’s use and access to the Platform or Platform Functionality/Services and shall control.

2. Access and Use.

(a) Provision of Access. Subject to and conditioned on Customer’s payment of Fees (as defined below) and compliance with all other terms and conditions of this Agreement, Provider hereby grants Customer a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Online Platform, and the Other Services during the Term solely for Customer’s internal business operations by Authorized Users in accordance with the terms and conditions herein. Provider may provide certain portions of the Services under license from third parties, and Customer will comply with any additional restrictions that Provider may communicate to you in writing from time to time. Provider is a service provider only and is not a party to any trades nor an agent of Customer or any party. Provider shall provide Customer the necessary passwords and access credentials to allow you to access the Services. “Authorized User” means Customer and Customer’s employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Software and the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Software has been licensed and the Services has been purchased hereunder.

(b) License to Software. Subject to and conditioned on Customer's payment of Fees (as defined below) and compliance with all other terms and conditions of this Agreement, Provider hereby further grants Customer a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to use the Software in connection with the Services. Provider shall provide Customer with the latest versions of the Software. Any updates, replacements, revisions, enhancements, additions, or conversions (collectively, "**Upgrades**") to the Software supplied to Customer shall become subject to the terms of this Agreement and deemed incorporated into the definition of the Software herein. All improvements, upgrades, enhancements made by Provider to the Software will automatically be implemented to the Online Platform for Customer's benefit.

(c) Non-Development or Competitive License. Customer agrees that Customer will not develop or license a product that would compete with or invalidate Provider's Software, and that Customer will continue to license and rely on Provider for the Software during the Term of this Agreement.

(d) Documentation License. Subject to the terms and conditions contained in this Agreement, Provider hereby also grants Customer a non-exclusive, non-sublicensable, non-transferable license for Authorized Users to use the Documentation during the Term solely for Customer's internal business purposes in connection with use of the Services. "Documentation" means Provider's user manuals, handbooks, and guides relating to the Software, the Services provided by Provider to Customer either electronically or in hard copy form.

(e) Use Restrictions of Services and Software. Customer shall not, and shall not permit any Authorized Users to, use the Software, the Services, any software component of the Services, or Documentation for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Software and the Services, any software component of the Software or Services, or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software, the Services or Documentation except as expressly permitted under this Agreement; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Software or the Services, in whole or in part; (iv) remove any proprietary notices from the Software or Services or Documentation unless expressly agreed to by Provider in writing; or (v) use the Software, the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule.

(f) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party, any intellectual property rights or other right, title, or interest in or to the Provider IP. "Provider IP" means the Software, the Services, the Documentation, and all intellectual property provided to Customer or any

other Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP does not include Customer Data.

(g) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any other Authorized User's access to any portion or all of the Services and the use of the Software if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any other Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer or any other Authorized User is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's license of the Software and/or the provision of the Services to Customer or any other Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Services and/or the Software; or (iii) in accordance with Section 2 (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to you and to provide updates regarding resumption of access to the Software and the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Software and the Services as soon as reasonably possible after the event giving rise to the Services Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of or profits), or any other consequences that Customer or any other Authorized User may incur as a result of a Service Suspension. During a Service Suspension, you are obligated to administer any ongoing trades. For that reason and as of the Effective Date of this Agreement, you shall purchase, download, and install a separate backup software called "MetaTrader" from a third-party vendor.

(h) Any right granted by Provider to Customer to use and display Provider's Services with Customer's own name, avatar, trademark or other branding requires the prior written consent of Provider and is not required to display the trademark, name, or other branding of Provider ("White Labeling"). Customer hereby expressly agrees that any name, avatar, trademark or other branding that Customer utilizes in this regard is taken at Customer's own and sole risk of any violations of trademarks or other intellectual property rights of third parties and Customer agrees to bear and risk and liability thereto. Provider bears no responsibility for any names, brands, trademarks or otherwise that Customer chooses to utilize, and Customer agrees to bear the consequences of its choice. Moreover, Provider is neither liable nor responsible for any advertisement, express or implied warranties, other statements or omissions, including any profit guaranty, made or alleged by Customer to other customers or third parties. Customer agrees to protect, defend, hold harmless, and indemnify an Indemnified Party (as defined) in Section 9.(b) under this Agreement.

3. Customer Responsibilities.

(a) Account. To utilize the Software, Customer shall obtain and maintain, at Customer's sole expense, an own separate trading account with a broker/brokerage firm of Customer's choice ("Account"). Provider, however, recommends using the broker/brokerage firm, as listed in Exhibit C, as the Software is attuned to such broker/brokerage firm. For the avoidance of doubt, Provider, however, warrants that the Software can be used with any broker/brokerage firm. Customer may activate its Account in its sole discretion. Upon activation Customer is obligated to initially capitalize the Account at a broker/brokerage firm with at least one thousand U.S. Dollars (\$1,000.00). At no point in time can Provider access Customer's Account and Customer solely has access to its established Account. Customer may also decide to pay out any amount in the Account to other bank accounts and/or to established sub-accounts of the Account. Customer hereby agrees and acknowledges that all sums in the Account will be used in connection with the Services provided.

(b) Acceptable Use. The Software and the Services may not be used for unlawful, fraudulent, offensive, or obscene activity. Customer will comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, including any applicable regulatory organization or agency for Customer and its Authorized Users, and all guidelines, standards, and requirements that may be posted by Provider on its website <https://taurifx.com>.

(c) Online Platform Account Use.

(i) Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions.

(ii) By accessing Customer's user account on the Online Platform, Customer may decide to activate and deactivate the connection by and between Provider's Software and its Account in Customer's sole discretion at any time. Provider has no responsibility to accept, execute, modify, or cancel all or any part of a trade that Customer seeks in its sole discretion through the activation of the Software on the Online Platform. Once Customer activates the connection, the Software will copy certain automated trades from certain portfolios/signal selection provided on the Online Platform under Provider's website

<https://taurifx.com> to Customer's Account. The Software will also administer ongoing trades while activated. The Software will further use the invested money in Customer's Account in connection with the automated trades performed. Customer may decide in its absolute and sole discretion to minimize or maximize the risk associated with the trades by logging in such information in Customer's Online Platform user account. The risk levels are further explained in Exhibit D hereto. Provider's Software will automatically adapt to Customer's determined and own risk assessment.

(iii) CUSTOMER IS FURTHER SOLELY RESPONSIBLE AND BEARS ALL RISK FOR THE PERFORMANCE OF ALL TRADES BY ACTIVATING THE SOFTWARE. CUSTOMER IS HEREBY MADE EXPRESSLY AWARE OF THE FACT THAT CUSTOMER COULD POSSIBLY BEAR THE HIGH-LEVEL RISK OF PARTIAL OR TOTAL LOSS OF ALL INVESTED CAPITAL IN CUSTOMER'S ACCOUNT AND THEREFORE CUSTOMER SHOULD NOT INVEST MONEY THAT CUSTOMER CANNOT AFFORD TO LOSE. Customer is therefore urged to consult its own independent advisors with respect to the legal, tax, regulatory, financial, and accounting consequences of its investment in the Account and the use of the Software in connection with the Online Platform.

(iv) While the Software is connected to Customer's Account, Provider recommends that Customer neither render, nor authorize, nor modify, or terminate any manual or automated trades in Customer's Account. Even if Customer has disconnected the Account to the Online Platform and has e.g. shut Provider's system actively off, Customer can always manually enter trades itself.

(v) Moreover, Provider recommends that Customer does not render any payments to and from the Account while the Software is active and connected to Customer's Account.

(vi) If Customer violates Section 3(c)(iv)(v) of this Agreement, Customer may thereby reduce the Software's function and purpose or cause software defects/malfunction as well as potential loss of Customer's entire investments, which Customer shall solely bear all risk for.

(d) Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Services to Customer. Customer will ensure that Customer Data and any Authorized User's use of Customer Data will not violate any policy or terms referenced in or incorporated into this Agreement or any applicable law. Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data. "Customer Data" means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the Services.

(e) Passwords and Access Credentials. Customer is responsible for keeping its passwords and access credentials associated with use of the Software, the Services, and Customer's separate Account confidential. Customer will not sell or transfer them to any other person or entity. Customer will promptly notify us about any unauthorized access to Customer's passwords or access credentials.

(f) Third-Party Products. The Services may permit access to Third-Party Products. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions presented to Customer for acceptance within the Services by website link or otherwise. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install, access, or use such Third-Party Products.

4. Fees and Payment.

(a) Customer shall pay Provider full monthly service fees as described in Exhibit E, as amended from time to time ("**Service Fees**"), even if a month is pro-rated subject to the Effective Date of this Agreement. Provider may decide to increase the Service Fees in its sole discretion.

(b) Customer shall further pay Provider monthly revenue fees subject to the terms of this Agreement and as set forth in Exhibit F, as amended from time to time ("**Revenue Fees**," together with the Service Fees, the "**Fees**").

(c) Pursuant to each invoice, Fees shall be immediately due and payable on the first (1st) of each month in arrears for the immediately preceding month without offset or deduction. Customer shall make all payments hereunder in U.S. dollars on or before the due date. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of one point five percent (1.5%) per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Provider for all costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for seven (7) business days or more, Provider may suspend, in accordance with Section 2(g), Customer's and all other Authorized Users' access to the Software and any portion or all of the Services until such amounts are paid in full. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income. If the failure to pay all Fees continues for thirty (30) business days from the payment due date, Provider has the right to decide to permanently deactivate Customer's user account, prohibit Customer access to the Online Platform and Other Services, revoke Customers' license to use the Software and deem this Agreement as terminated, effective immediately. From the effective date of termination, Provider shall have no further obligations or any further

liability, including access to further or ongoing trades, to Customer or its Authorized Users.

(d) If a Customer refers another customer to Provider subject to the terms of this Agreement and such customer is an active customer and has generated trade returns by use of Provider's Services, Provider may in its sole discretion decide to pay Customer a referral fee in the amount of five percent (5%) of the monthly, applicable Returns generated by such customer. Provider may also decide in its sole discretion to waive the referring Customer's Service Fees and/or Revenue Fees in part or in whole. Customer shall indemnify and hold harmless an Indemnified Party (as defined) in Section 9.(b) under this Agreement, if Customer breaches the terms of this Agreement and directly or indirectly harms the business, reputation, or goodwill of Provider by, including, but not limited to overstating or misstating the terms of this Agreement to a customer.

5. Confidential Information. From time to time during the Term, Provider and Customer may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, that is and whether or not marked, designated, or otherwise identified as "confidential" at the time of disclosure (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees, agents, or subcontractors who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder and who are required to protect the Confidential Information in a manner no less stringent than required under this Agreement. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the date such Confidential Information is first disclosed to the receiving Party and will expire five years thereafter; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

6. Privacy Policy. Provider complies with its privacy policy, available at <https://taurifx.com/privacy-policy/> ("**Privacy Policy**"), in providing the Services. The Privacy Policy is subject to change as described therein. By accessing, using, and providing information to or through the Services, Customer acknowledges that Customer has reviewed and accepted Provider's Privacy Policy, and Customer consents to all actions taken by us with respect to Customer's information in compliance with the then-current version of Provider's Privacy Policy.

7. Intellectual Property Ownership; Feedback. As between Customer and Provider, (a) Provider owns all right, title, and interest, including all intellectual property rights, in and to the Software and all Services and (b) Customer owns all right, title, and interest, including all intellectual property rights, in and to Customer Data. If Customer or any of its employees, contractors, or agents sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Software or the Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“**Feedback**”), Provider is free to use such Feedback irrespective of any other obligation or limitation between Customer and Provider governing such Feedback. All Feedback is and will be treated as non-confidential. Customer hereby assigns to Provider on its behalf, and shall cause Customer’s employees, contractors, and agents to assign, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to Customer or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

8. Limited Warranty and Warranty Disclaimer.

(a) Provider warrants that the Software does not violate or infringe any existing patent, copyright, trademark, or trade secret.

(b) Provider warrants that it has the power and authority to grant Customer the license to the Software granted hereby.

(c) Provider warrants that the Services will conform in all material respects to the Service Levels when accessed and used by Customer in accordance with the Documentation. Provider does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in the Service Levels. The remedies set forth in the Service Levels are Customer’s sole remedies and Provider’s sole liability under the limited warranty set forth in this Section 9(c). THE FOREGOING WARRANTY DOES NOT APPLY, AND PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS, INCLUDING THE METATRADER SOFTWARE. “THIRD-PARTY PRODUCTS” MEANS ANY PRODUCTS, CONTENT, SERVICES, INFORMATION, WEBSITES, OR OTHER MATERIALS THAT ARE OWNED BY THIRD PARTIES AND ARE INCORPORATED INTO OR ACCESSIBLE THROUGH THE SOFTWARE AND THE SERVICES.

(d) Customer Warranty. Customer warrants that it owns all right, title, and interest, including all intellectual property rights, in and to Customer Data and that both the Customer Data and Customer’s use of the Software and the Services are in compliance with the terms of this Agreement and Exhibit A.

(e) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9(a)(b)(c), THE SOFTWARE AND THE SERVICES ARE PROVIDED “AS IS” AND PROVIDER SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY

DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE, THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED TRADE RESULT/PERFORMANCE, BE COMPATIBLE OR WORK WITH ANY OF CUSTOMER OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND ARE MADE OR INTENDED BY PROVIDER, AND NONE SHOULD BE INFERRED, WITH RESPECT TO CUSTOMER'S OWN RISK ASSESSMENT, ANY ECONOMIC SUCCESS/RETURN/PROFIT FROM ANY INVESTMENT INTO THE ACCOUNT AND USE OF THE SOFTWARE IN CONNECTION WITH THE ONLINE PLATFORM, OR ANY GUARANTY TO ANY TRADE RESULTS THEREOF. PROVIDER ALS SPECIFICALLY DISCLAIMS ANY WARRANTY REGARDING THE ACTIVATION OF THE SOFTWARE WITH THE ACCOUNT. PROVIDER ALSO DOES NOT WARRANT ANY CURRENCY, EXCHANGE RATE OR OTHER RATE FLUCTUATIONS IN CONNECTION WITH ANY TRADES SOLELY EXECUTED BY THE CUSTOMER.

9. Indemnification.

(a) Provider Indemnification.

(i) Provider shall indemnify, defend, and hold Customer harmless from and against any and all losses, demands, damages, liabilities, deficiencies, claims, actions, suits, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees ("**Losses**"), incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Software, the Services, or any use of the Software or the Services in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights, provided that Customer promptly notifies Provider in writing of the Third-Party Claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such Third-Party Claim.

(ii) If such a Third-Party Claim is made or either Party reasonably anticipates such a Third-Party Claim will be made, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Software, the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. This Section 10(a)(ii) sets forth Customer's sole

remedies and our sole liability and obligation for any actual, threatened, or alleged Third-Party Claims that the Software and/or the Services infringe, misappropriate, or otherwise violate any intellectual property rights of any third party.

(iii) This Section 10(a) will not apply to the extent that any such Third-Party Claim arises from Customer Data or Third-Party Products.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider and its stockholder(s), and respective officers, directors, employees, agents, affiliates, successors, and assigns (each, an "**Indemnified Party**") from and against any and all Losses arising from or relating to any direct claims of an Indemnified Party or a Third-Party Claim (i) that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights; (ii) any breach of any of Customer's covenants, representations or warranties, particularly any breach of Section 2(h) and Section 4(d) (iii) any failure by Customer to comply with the obligations under this Agreement, (iv) any failure by Customer for any reason to comply with all applicable laws, rules and regulations, including any applicable regulatory organization or agency, or (v) based on Customers or any Authorized User's negligence or willful misconduct or use of the Software or Services in a manner not authorized by this Agreement; provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

10. Limitations of Liability. IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES OR OTHERWISE ARISING OUT OF THE FURNISHING, OR PERFORMANCE OF THE SOFTWARE, INCLUDING ANY TRADING RETURN OR LOSS; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED THE TOTAL SERVICE FEE AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Term and Termination.

(a) Term; Termination for Convenience. The term of this Agreement begins on the Effective Date (the “**Term**”). Customer shall extend the Term of this Agreement from month-to-month on the Online Platform. Each Party may terminate this Agreement for any reason and no reason for convenience by giving written notice to the other Party. If a Party terminates this Agreement for convenience, the effective date of such termination shall be the eight day of the following month. If the eight day, however, is a Saturday, Sunday or holiday, the effective date of such termination shall extend to the following business day.

(b) Termination For Cause. In addition to any other express termination right set forth in this Agreement:

(i) Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured sixty (60) business days after the non-breaching Party provides the breaching Party with written notice of such breach.

(ii) Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Termination. Upon the effective date of termination of this Agreement, Provider shall immediately discontinue the use of the Provider IP, including Customer’s access to the Online Platform and Provider’s Service. Upon the effective date of termination of this Agreement, the Software shall be automatically discontinued from the Account and Customer shall be solely responsible to administer any ongoing trades.

(d) No termination of this Agreement will affect Customer’s obligation to pay all Fees that may have become due before such effective date of termination or entitle Customer to any refunds. If the effective date of termination is a pro-rated month, Customer shall, however, be obligated to pay for the entire month’s Fees.

(e) Survival. This Section 11 (c)(d), Sections 2, 3, 5, 6, 7, 8, 9, 10, 11, 13, 15, 16, and 17, and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive any such termination.

12. Modifications. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

13. Export Regulation. The Services utilize software and technology that may be subject to U.S. export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly, or indirectly, export, re-export, or release the Services or the software or technology included in the Services to or make the Services or the software or technology included in the Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, regulation, or rule. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Services or the software or technology included in the Services available outside the U.S.

14. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth in Customer's registration with the Online Platform (or to such other address as may be designated by a party from time to time in accordance with this Section 14. Provider's email is help@taurifx.com.

Either Party to this Agreement may change an address relating to it by notice to the other party in accordance with the provisions of this paragraph.

15. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of New York.

16. Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement, or the negotiation or breach thereof, shall be exclusively settled by arbitration in accordance with the International Arbitration Rules of the American Arbitration Association ("AAA"). The award shall be final and binding. Judgment upon the award rendered by the arbitrator or the arbitrators may be entered in any court having jurisdiction thereof. The arbitration shall be held in New York, New York, shall be conducted in the English language, and shall be conducted (i) if the amount in dispute is less than \$250,000.00, before a single arbitrator mutually agreeable to Provider and the Customer, or if no agreement can be reached, then selected by the AAA, or (ii) if the amount in dispute is \$250,000.00 or more, before three (3) arbitrators. The arbitrator(s) shall make detailed findings of fact and law in writing in support of his, her or their decision, and shall award reimbursement of attorney's fees and other costs of arbitration to the prevailing party, in such manner as the arbitrator shall deem appropriate. In addition, the losing party shall reimburse the prevailing party for reasonable attorneys' fees and

disbursements, the costs of the arbitration (including but not limited to the fees and expenses of the arbitrator and expert witnesses) and the costs incurred by the prevailing party in successfully seeking any preliminary equitable relief or judicially enforcing any arbitration award.

17. Miscellaneous. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by us with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit Provider's rights with respect to such breach or any subsequent breaches. This Agreement is personal to Customer and may not be assigned or transferred for any reason whatsoever without Provider's prior written consent and any action or conduct in violation of the foregoing will be void and without effect. Provider expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder. This Agreement shall not operate so as to create or recognize a partnership or joint venture of any kind between the Parties hereto; nor will this Agreement create an implied fiduciary relationship or duty upon the Parties.

Exhibit A

[Then applicable Standard Terms of Use for Online Platforms]

Exhibit B

[Description of Software]

<https://taurifx.com>

<https://trade.taurifx.com>

Exhibit C

[Recommended Broker/Brokerage Firm]

IC Markets

<https://icmarkets.com/?camp=64801>

IC Trading

<https://www.ictrading.com/?camp=75141>

ironFX

<https://tinyurl.com/taurifaxatironfx>

Exhibit D

[Risk Levels]

Reverse trades

If you want to take the opposite direction for each trade copied, you can set Reverse Trades to yes.

Risk types

- Risk multiplier by balance
- Risk multiplier by equity
- Lot multiplier
- Fixed lot
- Copy From is the Lead account and Send To is the Follower account.

Risk multiplier by balance

When using risk multiplier by balance the trade copier will consider the balance of the Copy From and Send To accounts to calculate a proportional lot size for each copied trade.

- For example, with a Multiplier of 1; if the Copy From account has a balance of 10,000 and the Send To account is 5,000. As the balance of the Send To account is half the size of the Copy From account, all trades will be half the lot size of the Copy From account.

The math used to calculate the Send To lot size:

- Send To balance divided by the Copy From balance, multiplied by the Copy From lot size multiplied by the Multiplier value.

The multiplier value can be used to adjust the lot size further. A Multiplier of 2 will double the Send To lot size. Conversely, a Multiplier of 0.5 will halve the Send To lot size.

Risk multiplier by equity

Risk multiplier by equity works in the same way as risk multiplier by balance but uses the equity values of the Copy From and Send To accounts, instead of the balance.

The math used to calculate the Send To lot size:

- Send To equity divided by the Copy From equity, multiplied by the Copy From lot size multiplied by the Multiplier

Lot multiplier

When using lot multiplier the lot size is calculated by taking the Copy From lot size and multiplying it by the Multiplier value.

- For example, with the Multiplier set at 2, if the Copy From takes a 1 lot trade the Send To will take a 2 lot trade.

Fixed lot

When using fixed lot all trades taken by the Copy From will be copied to the Send To at the defined Fixed Lot value. It does not matter how big or small the Copy From lot size is, it will always be the defined Fixed Lot value.

Slippage

The slippage setting is used to protect against large variations in spread/price between the Copy From account and Send To account. For example, setting your slippage to 20 means the Send To account will only copy a trade if the Send To account price is within 20 pips on the positive side of the Copy From account's open price.

- For example, the Copy From account buys EURUSD at 1.14510 and the Send To account tries to buy. If the Send To account price is 1.14711 or greater the trade copier will not copy the trade at that time, as it is beyond the Slippage setting. The trade copier will monitor the Send To account price once every second. If the price comes back to 1.14710 or less, it will copy the trade.

If the price never gets back within the Slippage setting the trade will not be copied in the lifetime of the Copy From account trade.

The Slippage value used is up to you to decide based on your own preference. The lower the value set the higher the chance that some trades will never be copied as the conditions are never met. You can even set a negative Slippage value, which would mean only trades in a drawdown will be copied.

Max lot

The Max Lot setting can be used to protect in scenarios where the Copy From account takes an abnormally large trade. As the current risk settings will always be applied, regardless of the lot

size being attempted, the Send To account attempt could attempt any lot size that the broker will accept. To combat this, you should set a reasonable Max Lot value as the largest lot size you are prepared to open on the Send To account.

- For example, the Copy From account typically trades 0.1 lot size but opens a 1 lot. Unless the trade copier is using Fixed Lot, the Send To account could be exposed to a dangerous trade 10 times the normal size. If you had set a Max Lot value of 5 and the lot size being attempted was 5.1 lots or greater, the trade copier will force the lot size down to 5 as the max allowed lot size and open a trade at 5 lots.

Force min lot

The Force Min Lot setting can be relevant if you are using Risk Multiplier and the Send To account has a relatively small balance compared to the Copy From account. Some brokers have a minimum lot size of 0.10 lots on symbols, compared to the more common 0.01 lots.

By choosing to Force Min Lot you could be exposing the Send To account to larger than expected trades. Conversely, if you choose to not Force Min Lot you can potentially miss trades as the attempted lot size is below the broker-defined minimum lot size.

- For example, if you set Force Min Lot to yes and the trade copier is attempting to trade a 0.01 lot trade on the **Send To ** account but the minimum broker lot size is 0.10 lots. The trade copier will force the lot size up to 0.10 lots and you would be exposed to a trade 10 times larger than expected.

Please consider what scenarios could happen before choosing to Force Min Lot.

Risk Setting Examples

To update risk settings go to Configurator > Trade Copier > Copier Configuration > Risk Settings.

Risk By Balance:

Send To balance divided by the Copy From balance, multiplied by the Copy From lot size multiplied by the Multiplier value. $25 \text{ (Send To Balance)} / 100 \text{ (Copy From Balance)} \times 1 \text{ (Copy From Lot Size)} \times 1 \text{ (Multiplier Value)} = 0.25 \text{ (Send To Lot Size)}$

Risk By Equity:

Send To equity divided by the Copy From equity, multiplied by the Copy From lot size multiplied by the Multiplier $25 \text{ (Send To Equity)} / 100 \text{ (Copy From Equity)} \times 1 \text{ (Copy From Lot Size)} \times 1 \text{ (Multiplier Value)} = 0.25 \text{ (Send To Lot Size)}$

Lot Multiplier:

For example, with the Multiplier set at 2, if the Copy From takes a 1 lot trade the Send To will take a 2 lot trade. $1 \text{ (Copy From Lot Size)} \times 2 \text{ (Multiplier)} = 2 \text{ (Send To Lot Size)}$

Fixed Lot When using fixed lot all trades taken by the Copy From will be copied to the Send To at the defined Fixed Lot value. It does not matter how big or small the Copy From lot size is, it will always be the defined Fixed Lot value.

To copy the same exact lot size on your Follower/Send to account as your Lead/Copy from account, you must visit the Copier page, select Copier settings, go to Risk settings, select the 'Lot Multiplier' risk type and enter 1 as the 'Multiplier' value.

Exhibit F

[Fees]

Monthly Service Fee shall be nineteen U.S dollars (\$19.00).

Monthly Revenue Fee shall be twenty five percent (25%) of Customer's generated trade returns from the immediately preceding month ("**Returns**"). If Customer generated no Returns in a month, Customer shall solely owe and pay Provider the Service Fee. Provider may request to seek written documentation and proof that Customer generated no Returns.

Provider may increase the Service Fee and/or Revenue Fee upon written notice to Customer in its sole discretion.