

PUBLIC OFFER AGREEMENT

**Offer to conclude an agent agreement
to attract customers**

TERMS AND CONDITIONS

This Public Offer Agreement (hereafter referred to as – «Offer», «Agreement») is an official Offer of Freedom Finance Cyprus Ltd, a company established under the laws of the Republic of Cyprus (HE324220), authorized and regulated by the Cyprus Securities and Exchange Commission under license of a Cyprus Company providing investment services, license number 275/15, dated 20.05.2015, and with registered address: Andrea Zappa, 1, office 1, 4040, Limassol, Cyprus (hereafter referred to as – «Principal», «Company»), addressed to potential Agents, conclude an Agency agreement on the following terms and conditions.

1. GENERAL PROVISIONS

1.1. The Agent, in accordance with terms and conditions established by this Offer and the current legislation of Cyprus, agrees to provide the Principal with assistance services in concluding, on behalf and at the expense of the Principal, with individuals and legal entities who are residents of EU countries, brokerage services agreements (hereafter referred to as – «Services»).

1.2. Services provided under this Offer include:

1.2.1. Providing advice and clarification to individuals and legal entities that are residents of EU countries on the conditions and procedure for concluding broker services agreements with the Principal, Principal services and the procedure for servicing brokerage agreements, tariffs, etc.

1.2.2. Providing advice and clarification to individuals and legal entities who are residents of the EU countries, making settlements under a broker service agreement and supporting the implementation of all other actions necessary for the implementation and execution of the broker service agreement, etc.

1.2.3. Providing support, advice and explanations to individuals and legal entities regarding the use of the Principal's website via the link <https://freedomfinance.eu/>, by the TraderNet platform (hereafter referred to as – «The Platform») at the links <https://trader.net.com/>, <https://freedom24.com/> and procedures for opening a brokerage account.

1.2.4. Assisting individuals and legal entities in uploading documents to the Platform.

1.2.5. Providing individuals and legal entities with marketing and advertising materials of the Principal.

1.3. Services specified in clause 1.2. of this Offer are not exhaustive and the Parties may agree on other terms and conditions and procedure for the provision of services.

1.4. The Agent provides the Principal with Services within the territory of the EU.

1.5. The Principal confirms that it operates activities on the basis of the Securities and Exchange Commission License CIF 275/15 dated 05/20/2015 issued by the Cyprus Securities and Exchange Commission and is authorized to conduct investment services (receiving and transferring orders in one or more financial instruments, execution of orders on behalf of customers) and related services (storage and administration of financial instruments at the customer's expense, including Depository and related services).

2. PROCEDURE FOR PROVIDING SERVICES

2.1. Under this Offer, the Agent acts in the interests and at the expense of the Principal.

2.2. Significant condition for the Agent to provide services under this Agreement is the presentation by the Agent of the Principal's commercial proposal regarding the essential

terms of the brokerage service agreement, which is concluded between the Principal and its potential customers.

2.3. The Principal has the right to change the terms of the brokerage service agreement.

2.4. The Principal provides the Agent with information and documents that are necessary for the Agent to fulfill obligations under this Agreement.

2.5. The Principal monitors the services of the Agent, which are provided in accordance with this Agreement, using various methods to ensure that the agent acts in the interests of customers. Monitoring methods include, but are not limited to: checking audio recordings of the Agent's work, analyzing the logs of the Agent's CRM system, collecting and analyzing advertising materials of the agent, interviews with the agent's staff.

2.6. The Principal is not obliged to conclude brokerage services agreements and has the right to decide at his own decisions.

2.7. The Agent is considered to have provided the Services under this Agreement at the time the Parties sign the Act of acceptance and transfer of the rendered Services.

3. RIGHTS AND RESPONSIBILITIES

3.1. The Agent accept and agrees:

3.1.1. Properly comply with the terms of this Agreement.

3.1.2. Provide the Services accordingly the terms and conditions by this Offer.

3.1.3. Do not disclose subject matter the terms and conditions of this Agreement, which are confidential information.

3.1.4. In accordance with the procedure and terms and conditions specified of this Agreement provide the Principal with Acts of acceptance and transfer of services rendered and other documents are necessary for making payment for Services.

3.1.5. At the written request of the Principal, stop the provision of Services under this Agreement.

3.2. The Principal accept and agrees:

3.2.1. Comply with the terms and conditions by this Offer, including the timely and full payment of Agent fees.

3.2.2. Provide the Agent with all necessary information and documents.

3.2.3. The Principal has the right to request a report from the Agent on the provision of services at various stages of their provision.

3.3. The Agent has the right:

3.3.1. For timely payment of agency fees.

3.3.2. To terminate this Agreement ahead of schedule provided that the Principal is notified by the 10 (ten) calendar days before the termination date.

3.3.3. Stop providing the Services to the Principal:

- in case violates the procedure for paying agent fees;
- in case of failure by the Principal to provide the Agent with the information and documents necessary for the Agent to fulfill obligations under this Agreement.

3.3.4. Demand from the Principal compensation for losses incurred by the Agent as a result of violation by the Principal of obligations under this Agreement.

3.4. The Principal has the right:

- 3.4.1. To receive due services provided by the Agent.
- 3.4.2. Require the Agent to correct the shortcomings of the Services rendered and to compensate for the losses incurred by the Principal as a result of violation by the Agent of obligations under this Agreement.
- 3.4.3. To terminate this Agreement ahead of schedule provided that the Agent is notified by the 10 (ten) calendar days before the termination date.

4. AGENCY FEE AND PAYMENT PROCEDURE

4.1. In accordance with this Offer, the Principal pays the Agent his Agency fee for providing Services.

Models for the calculation of remuneration:

1. «CPA» Reward for conversion

The Principal pays the Agent 6 € for an open investment account and up to 300 € – for account replenishment. The fee for replenishment of the investment account depends on the total net deposit for the month (the total amount of replenishment of the account minus the withdrawn amount). In case of subsequent deposits to the broker account by the customer, the Agent will receive the difference between different levels of remuneration for the total Deposit. For large Deposit amounts, the remuneration is discussed individually.

Deposit amount, in EUR	Agent reward, in EUR
Opening a brokerage account	6
100	35
200	60
500	120
1000	150
2000	220
3000	300

2. «IB» Remuneration for trading activity

Agent remuneration according to the «IB» calculation method is formed from remuneration for transactions of attracted customers. The Principal pays the Agent 12.5% of brokerage commission for each transaction made by the customers involved by the Agent. Remuneration is credited to the Agent's investment account.

3. «CPA + IB» Combination of advantages of both models

"CPA + IB" is a combined payment model. The Principal pays the Agent up to 6.25% of brokerage commissions for each transaction made by customers attracted by the Agent. Plus, the Principal pays the Agent 3 € – for an open investment account and up to 150 € – for topping up an account. Remuneration is credited to the Agent's investment account for each of the "CPA + IB" remuneration calculation Models. For large Deposit amounts, the remuneration is discussed individually.

Deposit amount, in EUR	Agent reward, in EUR
Opening a brokerage account	3
100	17.5
200	30
500	60
1000	75
2000	110
3000	150
<i>+ For all instruments - 6.25% of the brokerage commission.</i>	

4.2. To receive a reward, the Agent must send a potential customer his referral link, available on the Company's website.

4.3. The amount of Agency remuneration is fixed in the Acts of acceptance and transfer of services rendered and invoices, which are compiled based on the results of each calendar month in which Services are provided in accordance with this Agreement.

4.4. Payment of Agency remuneration is based on quality criteria that are implemented depending on the specific case:

4.5.1. The Principal did not find any significant violation of the law during the last month.

4.5.2. The Agent performed his duties professionally in accordance with the interests of the customers.

4.5.3. Complaints (if any) that were addressed by customers against the Principal are within the acceptable level established by the Principal.

4.5.4. Remuneration is not paid in case that the information about the Principal's services was incorrectly provided to customers. Cases of unlawful marketing consequences, in particular: (1) a request from a customer with zero experience and knowledge regarding comprehensive services for complex investment products offered by the Principal, (2) a request from customers who fall into a negative target market for the product, etc.

4.5.5. Customers represented by the Agent achieved high results in conformity assessment (if applicable).

4.5.6. The Agent provides the potential customers correct, fair and not misleading information.

4.5.7. The Agent adheres to the Principal's procedures and policies for promoting its services and products (i.e., the customer is provided with information that is not misleading, customers are given warnings about risks, there is no pressure on customers, there are no repeated and annoying calls to customers, discussions with customers are informational in nature, without one-sided coverage of the Principal's advantages, etc.).

4.5.8. The result of the Principal's compliance monitoring activity did not reveal negative results or unsatisfactory practices.

4.5.9. Customer satisfaction surveys showed positive results.

4.6. The Agent will receive points in the Member Area, which can be converted to Euro. All payments under this Agreement are made in non-cash form.

4.7. In the Member Area the Agent a reward and by submitting an order Agent can get to withdraw to personal Bank account.

5. RESPONSIBILITY

- 5.1. The applicable law under this Agreement is the law of the Republic of Cyprus.
- 5.2. The Parties are responsible for non-performance or improper performance of their obligations under this Agreement and the laws of Cyprus.
- 5.3. The penalty by this Offer shall be paid upon reasonable written claims of the Parties.
- 5.4. Payment of the penalty does not release the Parties from performing the obligations provided for in this Agreement.
- 5.5. A Party that has failed to perform or improperly performed its obligations under this Agreement is obliged to compensate the other Party for the losses caused by such non-performance. The burden of proof of damages is on the injured Party.
- 5.6. If the Party that violated this Agreement has received income as a result, the Party whose rights are violated has the right to claim compensation, along with other losses, for lost profits in an amount not less than such income.

6. VALIDITY AND TERMINATION

- 6.1. Agreements concluded as a result of acceptance of this Offer are valid until December 31, 2020, Agreements concluded until that date are valid until the Parties fully fulfill their obligations under this Agreement.
- 6.2. This Agreement may be terminated:
- by agreement of the Parties;
 - unilaterally at the written request of one of the Parties on the grounds provided for by this Agreement and current legislation.
- 6.3. Unilateral termination of this Agreement is made upon written request within 10 (ten) calendar days from the date of receipt of the request by the Party.
- 6.4. The expiration of the Offer or early termination does not relieve the Parties from the obligation to complete settlements and payment Agency fees for the provided services.

7. SETTLEMENT OF DISPUTES

- 7.1. The Parties will make efforts to resolve all disputes that may arise on the Offer through negotiations and consultations. Any Party may begin negotiations and/or consultations after providing written notification to the other Party of its intention to begin such negotiations. All claims under this Agreement and must be considered by the Parties within 15 (fifteen) days from the date of their receipt.
- 7.2. If the parties do not achieve agreement on the dispute, then the dispute is referred to the District Court of Limassol in accordance with the applicable laws of the Republic of Cyprus.

8. FORCE MAJEURE

- 8.1. The Parties are relieved from responsibility for complete or Partial failure to fulfill obligations hereunder if the default resulted from actions of force majeure, namely: fire, flood, earthquake, strike, war, acts of public, etc.
- 8.2. If any of the following circumstances directly resulted in non-performance of obligations within the terms established by this Agreement, then these terms are proportionally extended for the duration of the relevant circumstances.
- 8.3. If these circumstances continue for more than 2 (two) calendar months, each of the Parties will have the right to take the initiative to terminate this Agreement due to the

impossibility of its execution. If the Parties decide to terminate this Agreement for this reason, neither Party will be entitled to compensation for possible losses.

8.4. A Party that is unable to fulfill its obligations under this Agreement must notify the other Party in writing in a timely manner, but no later than 5 (five) calendar days after the occurrence of force majeure circumstances, with the provision of supporting documents issued by the competent authorities.

8.5. Failure to report or untimely notification of the occurrence of force majeure, deprives the Party of the right to refer to any of the above circumstances as a basis for relieving from liability for non-performance of obligations.

8.6. The Parties acknowledge that the insolvency of the Parties is not a force majeure event.

9. OTHER CONDITION

9.1. Acceptance by the Agent of the conditions of the Offer (acceptance of the Offer) is possible only in full.

Only in this case, the proposed Agency agreement for attracting customers between the Principal and the Agent is concluded. Partial acceptance of the Offer, as well as acceptance of the Offer on other terms are not allowed.

Only in this case, the proposed Agency agreement for attracting customers between the Principal and the Agent is concluded. Partial acceptance of the Offer, as well as acceptance of the Offer on other terms are not allowed.

9.2. Document flow can be delivered on paper and through electronic document flow. The Party who sent the message, the payment document (invoice), the Act of transfer and acceptance of services rendered or other message, must send the original document within 5 (five) business days using the recommended communication channel that ensure the fixing of the sending.

9.3. The Parties may not transfer to third Parties in full or in part the rights and obligations under this Offer.

9.4. The Parties undertake to keep confidentiality with respect to information received during the execution of the Offer. By mutual consent of the Parties, any information relating to the subject and content of the Offer, performance and results obtained, as well as information about personal data subjects, is considered confidential. Each Party shall protect confidential information made available to it under the Agreement from unauthorized use, distribution or publication. Such information will not be transferred to third Parties without the written permission of the other Party and used for other purposes other than fulfilling the obligations under the Agreement.

9.5. Any damage caused by a breach of the terms of confidentiality shall be determined and compensated in accordance with the legislation of the Republic of Cyprus.

9.6. The obligations of the Parties to protect confidential information shall apply during the term of the Offer and after termination.

9.7. Obtaining the consent to processing from the subject of personal data can be done by pressing the appropriate electronic key (check mark), indicating that you are familiar with the «consent of the subject to the processing of his personal data».

9.8. The Parties accept and agrees that if any of the provisions of this Offer become not valid during the term of its validity, the remaining provisions remain in force.

9.9. Legal relations between the Parties that are not regulated by the Offer are regulated by the current legislation of the Republic of Cyprus.