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APPENDIX № 18
To the General Terms of Business

PUBLIC OFFER AGREEMENT

Offer to conclude an agent agreement
to attract customers



TERMS AND CONDITIONS

This Public Offer Agreement (hereafter referred to as the “Offer”, “Agreement”) is an official Offer of Freedom Finance Europe 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: Christaki Kranou, 20, C-TOWER, 5th Floor, Germasogeia, 4041, Limassol, Cyprus (hereafter referred to as the “Principal”, “Company”), addressed to you, potential “Agent” to 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 brokerage services agreements on behalf and at the expense of the Principal with the individuals and legal entities who are residents of EU countries (for avoidance of a doubt, this Offer is only available to EU residents who are managed in Cyprus and/or Germany) (hereafter referred to as the “Services”).

1.2. The 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/> and <https://freedom24.com/> via TraderNet platform (hereafter referred to as the “The Platform”) at 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. The 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 the Services.

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

1.5. The Agent must not within the provision of the Services under this Offer: (i) use a direct link from advertiser’s URL, (ii) perform brand bidding, (iii) use Search Engines Ads, (iv) practice cookie stuffing, (v) use forced clicks, (vi) perform inaccurate spelling of the product and/or advertiser, (vii) use overlay banners, (viii) engage in any Cashback, and (ix) engage in any form of exploitation which could result avoidance of direct engagement by the Clients with the Principal.



1.6. Failure to comply with Clause 1.5 will result immediate suspension of the Agent up to and including termination of this Offer at a sole discretion of the Principal.

1.7. The Principal shall notify the Agent of any such breach as per Clause 1.5. and shall be entitled to suspend and not to pay any Agency Fee and/or payments due for any Clients' that were admitted through such means.

1.8. No other payment shall be due and payable to the Agent upon breaching Clause 1.5. regardless of the Clients' appropriateness from the date of such breach.

2. PROCEDURE FOR PROVIDING SERVICES

2.1. 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 at any time.

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. The Principal also has the right to request a report from the Agent on the provision of the services.

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

3. AGENCY FEE AND PAYMENT PROCEDURE

3.1. Models and procedure for the Commission Plan:

1. Referral

The Referral program is available to all clients by default. The Agent receives 1000 points for each attracted customer. One point is equivalent to EURO 0.02. The points are credited to the Agent's investment account and can be used to reimburse commissions, accrued on Agent's account for the previous 30 days.

2. "CPA" Reward for conversion

The Principal pays the Agent from EURO 5 to EURO 300 for an open investment account of a customer (dependent on the amount of assets deposited by the customer), as per below table. The fee for deposits on the investment account depends on the total net deposit for the month (the total deposited amount on the account minus the withdrawn amount). In case of subsequent deposits to the investment account by the customer, the Agent will receive the difference between different levels of remuneration for the total deposit. For any large deposit amounts the remuneration can be discussed individually.



Deposited amount in EUR	Agent reward, in EUR
Opening a brokerage account	0
50	5
100	35
200	60
500	120
1000	150
2000	220
3000	300

3. "CPA + Introducing Broker"

The Principal pays the Agent 25% of brokerage commissions for each transaction made by the customers attracted by the Agent. Additionally, the Principal pays the Agent from Euro 3 to EURO 150 for an open investment account of a customer (dependent on the amount of assets deposited by the customer), as per below table. deposits made to customer's account as per below table. Remuneration is credited to the Agent's investment account for each customer. For any large deposit amounts the remuneration can be discussed individually.

Deposited amount in EUR	Agent reward in EUR
Opening a brokerage account	0
50	3
100	17.5
200	30
500	60
1000	75
2000	110
3000	150
<i>+ 25% of the brokerage commission for all instruments</i>	

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

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

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

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

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



3.3.4. 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 customers 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.

3.3.5. The customers represented by the Agent achieved high results in conformity assessment (if applicable).

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

3.3.7. 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.).

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

3.3.9. The customer satisfaction surveys showed positive results.

4. RESPONSIBILITY

4.1. The Parties are responsible for non-performance or improper performance of their obligations under this Agreement and the laws of Cyprus.

4.2. 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.

4.3. Payment of the penalty does not release the Parties from performing the obligations provided for in this Agreement.

4.4. 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.

5. VALIDITY AND TERMINATION

5.1. Agreements concluded as a result of acceptance of this Offer are valid until December 31, 2021, Agreements concluded until that date are valid until the Parties fully fulfill their obligations under this Agreement.

5.2. This Agreement may be terminated:

- by either Party by providing a 30-day written notice to the other Party; or
- in the event of breach of this Agreement and current legislation unilaterally by either Party by providing a 10-day written notice to the other Party; or
- immediately upon occurrence of the event described in Clause 1.5. and 1.6.

5.3. 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.



6. SETTLEMENT OF DISPUTES

6.1. 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.

6.2. 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.

7. FORCE MAJEURE

7.1. 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, epidemics, etc.

7.2. 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.

7.3. 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.

7.4. 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 event by providing supporting documents issued by the competent authority.

7.5. 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.

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

8. CONFIDENTIALITY AND GDPR

8.1. The Parties undertake to keep confidentiality with respect to information received during the execution of the Agreement. By mutual consent of the Parties, any information relating to the subject and content of the Agreement, 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.

8.2. Both Parties shall take appropriate technical and organizational measures against unauthorized or unlawful processing of "Personal Data" as per and shall comply with the General Data Protection Regulation 2016/679 (GDPR) and any such other relevant national legislation as may be in force from time to time in Cyprus.



8.3. Any damage caused by a breach of the terms of confidentiality and/or GDPR regulation shall be determined and compensated in accordance with the legislation of the Republic of Cyprus.

8.4. 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. SURVIVAL

9.1. On termination and/or expiry of this Agreement, Clause 8 (Confidentiality and GDPR) shall continue to be in force indefinitely.

9.2. Termination and/ or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination and/or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination and/or expiry.

10. OTHER CONDITION

10.1. This Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with herein. This Agreement supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral.

10.2. The Parties have agreed that the correspondence between them may be made via fax and/or email. The Parties acknowledge legal force of electronic letters, fax documents and scanned copies of documents and recognize their equivalent to the documents on paper, signed the handwritten signature, subject to the subsequent mandatory exchange of originals.

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

10.4. Any and all provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement shall nevertheless be held to be prohibited by and/or invalid under applicable law, such provision shall be limited only to the extent of such prohibition or invalidity, without affecting the validity and/or enforceability the remainder of such provision or the remaining provisions of this Agreement.

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

10.6. Omission by the Party to require fulfilment of any term of the Agreement and/or to seek recourse any rights under the Agreement shall not be construed as a waiving of such right(s) to do so at some later date, nor shall it in any way impair the Agreement or the rights of the Parties under the Agreement.

10.7. Failure or delay by the Parties in exercising any right under this Agreement or in enforcing or partially enforcing a provision thereof will not constitute a waiver of its rights. A waiver by one Party of a breach or default of the other Party will not be deemed a waiver of a subsequent breach or default and will not affect the other terms of this Agreement.



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10.8. The Parties may establish modifications and/or amendments of this Agreement, provided the authorized representatives of the Parties agree them upon in writing.

10.9. All appendixes to the present Agreement are to be considered integral parts thereof.

10.11. 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. Payment of such penalty does not release the Parties from performing its obligations under this Agreement. The penalty by this Agreement shall be paid upon reasonable written claim of the injured Party.