



## LICENSING & WHITE LABEL AGREEMENT

This Licensing and White Label Agreement (the "Agreement") dated ( ) is made by and between **Tradeview Financial Markets SAC** (hereafter referred to as "**Licensor**") and \_\_\_\_\_(hereafter referred to as "**Licensee**").

**WHEREAS**, Licensor is a dealer in contracts for difference on currencies, equities, and futures which are liable to margin requirements (the "**Products**"); and

**WHEREAS**, Tradeview Financial Markets SAC and its applicable affiliates have been granted a nonexclusive license by MetaQuotes Software Corporation for use of the computer software package MetaTrader 4 (the "**System**"); and

**WHEREAS**, Licensee wishes to be granted a nonexclusive license to the System; and

**WHEREAS**, Licensor will provide a white labeled version of the System to Licensee whereby the System will contain identifying graphics and/or text information from Licensee integrated into the system; and

**WHEREAS**, Licensor will execute and clear all orders for the purchase and sale of the Products in accordance with the instructions from the Licensee and Licensee customers that Licensee authorizes to use the System ("**Licensee Customers**"); and

**THEREFORE**, in consideration for the promises, covenants and representations contained herein, the Parties hereby agree as follows:

### 1. ACCEPTANCE OF THE SYSTEM

**1.1 Delivery Date.** The System will be delivered to Licensee for testing within fourteen (14) days after the execution of this Agreement and payment of any fees due under section 2 herein (the "Delivery Date").

**1.2 Testing Period.** Licensee reserves the right to test the System for seven (7) days after the delivery date of the System (the "Testing Period").

**1.3 Acceptance Date.** Licensee shall be authorized to waive the Testing Period at any time and formally accept the System. After the expiration of the Testing Period, the System will be deemed to have been accepted by Licensee (the "**Acceptance Date**").

### 2. SYSTEM - SETUP FEES, MAINTENANCE AND PAYMENT

**2.1** Licensee shall make payment to Licensor in the amount of \$ 5,000.00 as a one-time fee (the "Setup Fee"). Such Setup Fee shall be due to Licensor within ten (10) calendar days from the Effective Date. Non- payment of the Setup Fee by Licensee shall extinguish Licensor's obligation to deliver the System for testing as set forth in 1.1 herein.

**2.2** Licensee shall be responsible for making payment to Licensor in the amount of \$750.00 on a monthly basis ("Maintenance Fee") for all maintenance and upkeep expenses incurred by Licensor in its support of the System. Such payment shall be made within ten (10) calendar days from the end of the prior month.

**2.3** Except as otherwise specified herein, all obligations with respect to the amounts due to either party shall survive any expiration or termination of this Agreement.



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### 3. OBLIGATIONS OF LICENSOR

**3.1 Grant of License; Access.** During the term of this Agreement, Licensor grants Licensee a limited, non-exclusive, non-sublicensable and non-transferable license for the System. This license is intended for use of the System for the sole purpose of enabling its customers to conduct trading of the Products via pricing made available through the System by Licensor and any price feed providers of its choosing. Licensee acknowledges and agrees that in no event shall Licensee use the System in any manner not expressly permitted hereunder nor shall it permit any of its customers or any other third party to retain, modify, copy, or redistribute the System or any of its applicable software components, without prior written consent by Licensor. Licensee shall use its best endeavors to prevent its employees, agents, customers, and third parties from any unauthorized: (a) modification of the System or any portion thereof; (b) copying or duplicating the System; and/or (c) preparing any derivative works from the System. Upon termination of this Agreement, Licensee agrees immediately to cease use of the System in each and every manner. Licensor will grant Licensee and any of its clients permission for electronic access to the System, enabling Licensee Customers to trade the Products and enabling Licensee to: (a) view and manage all accounts opened for Licensee Customers and trades entered into by Licensee Customers; (b) view open and closed positions of Licensee Customers; (c) obtain demo leads of accounts that register through Licensee demo registrations; and (d) run reports applicable to Licensee Customers. Licensor may assist Licensee with any of the above in accordance with this Agreement.

**3.2 Technical Assistance.** Licensor will provide Licensee technical assistance related to the functionality of the System upon request. However, Licensee understands and acknowledges that Licensor will not provide support to Licensee Customers and that it is the responsibility of the Licensee to provide support to Licensee Customers, unless otherwise agreed to in writing.

**3.3 Authentication.** Licensor will provide Licensee with one or more user IDs, initial passwords, digital certificates and/or other devices (collectively, "**Authenticators**") to enable Licensee's authorized individuals to access the System. Licensee and Licensee Customers may access the System only by using such Authenticator or those issued to Licensee Customers by Licensor at the time of Licensee Customer account setup. Licensee authorizes Licensor to act on any instructions Licensor receives from Licensee and to create additional Authenticators for Licensee Customers or replace lost, forgotten, or stolen original Authenticators. Licensee acknowledges that any individuals that receive or use Authenticators with Licensee's knowledge are authorized to access the system and, without limitation, to use the System for execution of trades and to change such Authenticators. It is Licensee's sole responsibility to keep all Authenticators and other means of access to System within Licensee's direct or indirect possession or control both confidential and secure from unauthorized use.

**3.4 Hosting and Computer Systems.** The System will be hosted by Licensor, any of its subsidiaries or affiliates, or any other party that Licensor may, at its sole discretion and without notice to Licensee, choose to provide hosting services. Licensee shall obtain and maintain, at its own expense, computers, computer systems, Internet browser, telecommunications equipment, and other equipment and software ("**Equipment**") required for Licensee and Licensee Customers to access and use the System. Licensee acknowledges that Licensor shall not be responsible for any problem, error or malfunction relating to the System resulting from Licensee error, data entry errors by Licensee or any counterparty, or the performance or failure of Equipment or any telecommunications service, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not specifically attributable to Licensor.

**3.5 Licensee Instructions.** Licensor shall be entitled to rely upon any instructions and notices reasonably believed to be received from an authorized representative of Licensee. Licensor will not rely on any communication received from an individual or entity that Licensor reasonably believes is not an authorized representative of Licensee.



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### 4. OBLIGATIONS OF LICENSEE

**4.1 Operations, Sales and Client Base.** In connection with its sales and operational activities hereunder, Licensee will use Licensor's forms for customer account agreements, risk disclosures, and other account opening documentation as utilized by Licensor within the regular course of business. Licensee represents and warrants that at no time shall Licensee knowingly solicit and/or attempt to acquire United States or Canadian citizens or residents ("Blocked Client") as Licensee customers for trading on the System. Should Licensee knowingly take such action or should Licensee discover that a Licensee Customer is a Blocked Client and not immediately terminate the relationship and inform Licensor of such, such actions shall result in breach of the terms of this Agreement and Licensor's immediate termination of this Agreement pursuant to section 7 herein. Licensor may reject any Licensee Customer and deny access to the System in its sole discretion.

**4.2 Regulatory Compliance.** Licensee represents, warrants, and agrees that: (1) during the term of this Agreement it and its employees shall be, at all times, in full compliance with all applicable laws, rules and regulations to which Licensee is subject; (2) Licensee shall diligently supervise and monitor the acts of all of its employees for the purpose of ensuring compliance with all regulatory requirements; (3) all employees of Licensee have proper registrations and memberships pursuant to all applicable laws; and (4) Licensee and its employees will maintain such registrations and memberships for the duration of Licensee's relationship with Licensor and will advise Licensor immediately of any lapse, suspension or termination of such registrations or memberships, notification of which will result in breach of the terms of this agreement and Licensor's immediate termination of this Agreement pursuant to section 7 herein.

**4.3 Licensee Responsibilities.** Licensee shall be solely responsible for the following requirements: (1) the reasonable operation of the System; (2) sales, marketing, and administration of accounts of Licensee Customers, including providing all required documentation to Licensor of any acquired Licensee Customers in order for Licensor to provide timely processing and access to trading on the System; (3) compliance by Licensee Customers with all laws, regulations and agreements applicable to the use of the System; (4) the verification, maintenance and reporting of Licensee Customer related information as may be required by applicable law; (5) performance of any and all obligations under any laws or regulations applicable to use of the System for the delivery or sale to any Licensee Customers of any service; (6) ensuring that it has complied with all laws applicable to the operation of the System; (7) any documentation of the relationship between Licensee and Licensee Customers; (8) all obligations, including without limitation, any reporting, credit or margin requirements under agreements between it and any of its Licensee Customers; and (9) providing Licensor with notice, in writing, of the name and other details with respect to each potential Licensee Customer and Licensee staff members as Licensor may reasonably request.

**4.4 Authorization.** Licensee represents and warrants that Licensee and its authorized representatives, and Licensee Customers, will be authorized to use the System at the time of each trade, as contemplated hereunder, and will use the System only as permitted hereunder and in accordance with the laws and regulations applicable to Licensee and Licensee Customers. Licensee will not use the System in a manner that would cause any person to be party to any unlawful act or transaction.

**4.5 Collaboration.** Licensee undertakes to actively collaborate with Licensor for the installation and integration of the System. Licensor and Licensee will cooperate to establish mutually agreed upon procedures for the deployment of the System.



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### 5. LIMITATION OF LIABILITY

**5.1 NO WARRANTIES.** THE SYSTEM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LICENSEE ACKNOWLEDGES AND AGREES

THAT LICENSOR MAKES AND LICENSEE RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. TO THE EXTENT PERMITTED BY LAW LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SYSTEM. LICENSOR MAKES NO WARRANTY THAT THE SYSTEM WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES LICENSOR WARRANT THAT THE SYSTEM WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT PROVIDED BY LICENSEE. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, LICENSEE ACKNOWLEDGES AND AGREES THAT TECHNICAL PROBLEMS MAY PREVENT LICENSOR FROM PROVIDING ALL OR PART OF THE SYSTEM DUE TO TELECOMMUNICATIONS SERVICE, INTERNET CONNECTION, INTERNET SERVICE PROVIDER, OR ANY OTHER THIRD-PARTY COMMUNICATIONS PROVIDER, OUTAGES OR SERVICE INTERRUPTIONS, OR ANY OTHER FAILURE OR PROBLEM NOT SPECIFICALLY ATTRIBUTABLE TO LICENSOR. IN NO EVENT SHALL LICENSOR BE LIABLE HEREUNDER TO LICENSEE OR ANY THIRD PARTY FOR ANY DAMAGES OR LOSS RESULTING FROM SUCH TECHNICAL PROBLEMS.

**5.2 Indemnity.** Licensee will indemnify, defend and hold Licensor, and its respective affiliates, partners, directors, officers, employees and agents (collectively, "Indemnitees") harmless from and against any and all claims, damages, losses, costs or expenses, including reasonable attorneys' fees, arising from or relating to (1) any breach by Licensee of this Agreement; (2) the nonperformance by Licensee of any agreement or transaction with a counterparty the use of the System; or (3) any third party, including but not limited to Licensee Customers, action or proceeding brought against an Indemnitee based on the use of the System or any aspect thereof by Licensee or by any of its employees, agents or affiliates or by any other person utilizing Authenticators or equipment in Licensee's direct or indirect control, except to the extent attributable to the gross negligence or willful misconduct of an Indemnitee.

**5.3 DAMAGES.** EXCEPT FOR CLAIMS FOR WRONGFUL DEATH, PERSONAL INJURY RESULTING FROM NEGLIGENCE OR FRAUD, UNDER NO CIRCUMSTANCES SHALL Licensor BE LIABLE TO Licensee FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO LICENSEE'S USE OF THE SYSTEM (EVEN IF LICENSEE HAS BEEN ADVISED TO THE POSSIBILITY OF SUCH DAMAGES), AND LICENSOR'S LIABILITY FOR ANY DAMAGES IN CONNECTION WITH THE PROVISION OR PERFORMANCE OF THE SYSTEM SHALL IN NO EVENT EXCEED \$5000.00 IN THE AGGREGATE.

### 6. PROPRIETARY RIGHTS

**6.1** Licensee acknowledges and agrees that it has no right, title, or interest in or to the System, nor any components thereof, including without limitation all related applications, user interface designs, software and source code (which shall further include without limitation any and all source code furnished to Licensee in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein. Intellectual property rights shall include but not be limited to any trademark, copyright or patent rights. Licensee, its representatives, employees, agents and assigns shall not redistribute for commercial purposes any information obtained from Licensor pertaining to the System or use such information in any manner inconsistent with these terms. Licensee shall not reverse engineer, copy, transfer or modified the System in any manner.



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### 7. DEFAULT AND TERMINATION

#### 7.1 Default and Termination.

(a) Upon notice to the Licensee, Licensor may terminate this Agreement immediately upon dispatch of such notice in the event of any of the circumstances listed below: i. Licensee modifies the System to Licensor's material detriment; ii. Licensee fails to cure any error to Licensor's material detriment; iii. Materially breaches its obligations under this or any other Agreement with Licensor; iv. Licensee is not compliant with applicable laws and regulations; v. Licensee defaults on the payment of any sum of money due under this Agreement or any other agreement between Licensor and Licensee beyond the fifth (5th) day after it shall become due; or vi. if Licensor determines or believes in its sole judgment that: (i) there exists any actual or potential defect in the System which materially impairs the reliability, credibility or integrity of the operation thereof, (ii) continuing to provide the System pursuant to this Agreement would infringe upon the intellectual property rights of any third party, or (iii) the System has been or may be used by Licensee for any illegal transaction or unlawful purpose.

(b) Either party may terminate this Agreement, upon notice to the other party, if: i. the other party materially fails to perform or comply with this Agreement or any provision hereof; ii. all or a substantial portion of the assets of the other party are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy; or iii. a proceeding is commenced by or against the other party for relief under applicable bankruptcy, receivership or similar laws and such proceeding is not dismissed within sixty (60) days.

(c) Notwithstanding the above, each party may terminate this Agreement at any time upon notice to the other party subject to the following: i. Licensor may terminate this Agreement at any time upon thirty (30) days notice to Licensee; or ii. Licensee may terminate this Agreement at any time upon a ninety (90) days notice to the Licensor.

**7.2 Effect of Termination: Upon termination.** (a) Licensee shall cease use of the System and destroy all Authenticators then in Licensee's possession or control; (b) Licensee Shall destroy or return to Licensor, as instructed by Licensor, all copies of any and all Licensor Confidential Information in its possession, including all electronic copies, and provide to Licensor a written certification of its compliance with this section.

**7.3 Without Prejudice.** Termination of this Agreement, however caused, will be without prejudice to the rights and remedies of the Parties, which have accrued prior to any such event, including without limitation, all fees and costs accrued prior to the termination.

### 8. CONFIDENTIALITY

**8.1 Confidential Information.** For the purpose of this Agreement, "Confidential Information" of Licensor and Licensee, as defined below, includes trade secrets and all internal business information which is proprietary in nature, confidential to Licensor and Licensee and is not generally available to the public or to the parties' competitors, and constitutes valuable, special and unique property of parties that the parties have a legitimate business interest in protecting. Such Confidential Information includes, but is not limited to, one or more of the following: (1) information concerning the methods and systems used by the parties in developing, marketing, soliciting to sell, selling, providing or performing services; (2) methods or other information concerning management and sales training programs, and specific training programs for various departments and areas of operations; (3) products and service designs, specifications and procedures; (4) sales and marketing information, business strategies, gross or net profit margins, and other operational and financial information;



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(5) client lists, client preferences, and other information concerning clients and potential clients, leads, suppliers and contractors; (6) information about costs and pricing structures; (7) promotional service policies, practices and procedures; (8) information concerning technical or electronic process and innovations used in software, inventions, discoveries, know how or improvements related to the development of foreign currency trading Systems; (9) trading, dealing, and risk management strategies; and (10) whether or not patentable, and including works of authorship, designs, code drawings, programming codes, notes, and documents in connection with the parties.

**8.2 Nondisclosure.** The parties must forever hold all Confidential Information of the other party in strict confidence and must never use, disclose or exploit such information, unless such information: (1) is in the public domain; (2) has been rightfully received from a third party without restriction and without breach of this Agreement; and (3) except as may be required by law.

## 9. MISCELLANEOUS

**9.1 Force Majeure.** Neither party shall be liable to the other party for any delay or nonperformance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control including, without limitation any of the following: act of Nature, governmental act or law, war, fire, flood or civil commotion.

**9.2 Entire Agreement.** This Agreement (including any schedules and exhibits attached hereto and the other agreements between the Parties to which reference is made herein and that are made a part hereof) represents the entire agreement by and between the Parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings, representations, warranties, requests for proposal and/or negotiations between the Parties, whether oral or in writing, and constitutes the sole agreement between the Parties with respect to the subject matter hereof.

**9.3 Disclaimer of Partnership and Agency.** Licensor and Licensee are independent contractors and will have no power, nor will either of the parties represent that it has any power, to bind the other party or to assume or to create any obligation or responsibility, express or implied, on behalf of the other party or in the other party's name. This Agreement will not be construed as creating partnership, joint venture, agency, or any other form of legal association between Licensor and Licensee that would impose liability upon one party for the act or failure to act of the other party.

**9.4 Section Headings, Exhibits.** The section and subsection headings used herein are for reference and convenience only, and will not enter into the interpretation hereof. The Exhibits referred to herein and attached, and to be attached hereto, are incorporated in this Agreement to the same extent as if set forth in full herein.

**9.5 No Waiver.** No delay or omission by either party hereto to exercise any right or power occurring upon any non-compliance or default by the other party with respect to any of the terms of this Agreement will impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other will not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. No waiver of any rights of a party under this Agreement will be effective unless such waiver is set forth in a writing signed by such party.

**9.6 Severability.** Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be unlawful, prohibited by or invalid under applicable law, then such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any of the remaining provisions of this Agreement.





**9.7 Successors.** This Agreement will inure to the benefit of, and be binding upon, Licensee and the Company and the respective successors and permitted assigns. This Agreement, or any provision within this Agreement, may NOT succeed to or be assigned by Licensee to any individual or entity. This Agreement may be assignable by Licensor in connection with the merger, consolidation, reorganization or sale of substantially all or some of the assets of Licensor, pursuant to which the acquiring party will assume the obligations of Licensor under this Agreement.

**9.8 Counterparts.** This Agreement may be executed in one or more counterparts, which together shall constitute one and the same agreement.

**10. NOTICES**

In the event that any notices are sent by either of the parties to the other, such notices shall be sent to the email address on file for the applicable Party and via physical mailing addressed as follows:

**10.1 If to Licensor:** Los Mirtos 239 Urb. San Eugenio, Lince, Lima – Perú.

**10.2 If to Licensee:** \_\_\_\_\_

**11. GOVERNING LAW; ARBITRATION**

**11.1 Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of Perú without regard to the choice-of-law provisions thereof.

**11.2 Arbitration.** Any dispute, controversy or claim which may arise out of or in connection with this Agreement, or the execution, breach, termination or invalidity thereof, shall be settled by the Lima Regional Centre for Arbitration in accordance with its Rules. The language to be used in the arbitral proceedings shall be English and the place of arbitration shall be Lima, Perú. The arbitral tribunal shall consist of no more than three (3) arbitrators and all proceedings shall be conducted and a decision rendered based solely on the submission of documents and other such materials. No oral hearings or oral arguments shall be held. Licensee hereby waives the right to have such proceeding transferred to another arbitrator or jurisdiction. No arbitration hereunder or relating to this Agreement, shall be brought by Licensee more than one year after the date of the transaction giving rise to the cause for arbitration regardless of when Licensee discovers the facts relating to the cause for arbitration.

IN WITNESS WHERE OF, the parties have executed this Agreement as of the Effective Date first written above.

**Tradeview Financial Markets SAC**

Signature:
Print Name:
Title:
Date:

**Introducer**

Signature:
Print Name:
Title:
Date: