

EUEDEX SRL
 Membership Agreement

PRIME CLEARING MEMBER AGREEMENT

Prime Clearing Member (PCM) is a Market Maker at EUEDEX SRL. Prime Clearing Member solicits or accepts orders to buy or sell on EUEDEX SRL. Prime Clearing Member is permitted to accept money or other assets from Clients to support such orders. Prime Clearing Member has full access to informational products available at EUEDEX SRL, is supported by advanced EUEDEX SRL technology, including a real-time risk management system.

This License and Service Agreement ("Agreement") is made and entered into by and between The European Union Electronic Derivatives Exchange (herein referenced as EUEDEX SRL or Exchange), located at Grenoble 163 Chisinau, 2019 Republic of Moldova

Fully licensed financial entity if applicable in the country of origin (referred to hereinafter as "Member") located

- AT

(Referred to hereinafter as "Member").

EUEDEX and Member hereby agree as follows:

1. This Agreement consists of this Signature Page, the General Terms and Conditions, the Rules listed below and initialed by the Member (collectively, the "Attachments"), all Exhibits referenced hereto and all other attachments that may be separately referenced to by the documents. All references to the Agreement shall include this Signature Page, the General Terms and Conditions, Attachments and Exhibits. All future orders from Member to EUEDEX shall be governed by the terms and conditions referenced herein and shall become effective upon acceptance by an authorized EUEDEX employee.
2. This Agreement is the complete agreement for the use of the Exchange, technical support and services ordered, and this Agreement supersedes all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral. This Agreement does not operate as an acceptance of any conflicting terms and conditions and shall prevail over any conflicting provision of any purchase order or any other instrument of Member, it being understood that any purchase order issued by Member shall be for Member's convenience only. A acknowledgment of a Member's Purchase Order by EUEDEX shall not constitute acceptance of any such additional or different terms and conditions. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective.
3. This Agreement may only be amended, modified, supplemented, or deviated from in writing executed by an authorized EUEDEX employee and Member. By executing this Agreement, Member acknowledges that it has reviewed the terms and conditions incorporated into this Agreement and agrees to be legally bound by the same.

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 EUEDEX

.....
 By:

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 Date:

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 Member

.....
 By:

.....
 Date:

Please fill out and send it as an attachment to info@euedex.com The applicant must initial the bottom of each page as authorization of this Agreement.

Signature Page

I certify that the information in this application is complete and accurate to the best of my knowledge.

• SIGNATURE: (APPLICANT)

• PRINT NAME:

• ID/PASSPORT:

• ADDRESS:

• COMPANY:

• POSITION:

• ADDRESS:

• DATE:

• TELEPHONE NO:

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[EUEDEX MEMBERSHIP AGREEMENT]

General Terms & Condition

1. GENERAL.

THESE GENERAL TERMS AND CONDITIONS ARE INTENDED TO PROVIDE FOR TERMS THAT ARE COMMON. ACCORDINGLY, IN THE CASE OF ANY CONFLICT BETWEEN THE GENERAL TERMS AND CONDITIONS AND ANY OTHER ATTACHMENT OR SCHEDULE, THE GENERAL TERMS AND CONDITIONS SHALL CONTROL AND GOVERN, UNLESS OTHERWISE EXPRESSLY STATED TO THE CONTRARY.

2. OWNERSHIP

- A) TITLE. MEMBER AND EUEDEX AGREE THAT EUEDEX HOW, TECHNOLOGY AND OTHER PROPRIETARY RIGHTS, IN AND TO THE EXCHANGE, AND ANY CORRECTIONS, BUG FIXES, ENHANCEMENTS, UPDATES OR OTHER OWNS ALL PROPRIETARY RIGHTS, INCLUDING PATENT, COPYRIGHT, TRADE SECRET TRADEMARK, KNOW-MODIFICATIONS, INCLUDING CUSTOM MODIFICATIONS, TO THE EXCHANGE, WHETHER MADE BY EUEDEX THAT EUEDEX RETAINS ALL RIGHT, TITLE AND INTEREST IN AND TO THE EXCHANGE INCLUDING, WITHOUT LIMITATION, ALL PROPRIETARY COMPUTER PROGRAMS, OR ANY THIRD PARTY. MEMBER FURTHER ACKNOWLEDGES TECHNIQUES, ALGORITHMS, AND PROCESSES CONTAINED THEREIN. MEMBER ALSO ACKNOWLEDGES THAT:
- B) THE EXCHANGE CONSTITUTES A VALUABLE, CONFIDENTIAL TRADE SECRET BELONGING TO EUEDEX ; AND,
- C) THE EXCHANGE IS PROTECTED BY UNITED STATES AND INTERNATIONAL COPYRIGHT LAWS AND CONVENTIONS.
- D) AUDIT. EUEDEX MAY AUDIT MEMBERS OF THE EXCHANGE AT ANY TIME. THE MEMBER AGREES TO COOPERATE WITH THE AUDIT CONDUCTED BY EUEDEX, AND TO PROVIDE EUEDEX WITH REASONABLE ASSISTANCE AND ACCESS TO INFORMATION.

3. PROPRIETARY AND CONFIDENTIAL

- A) MEMBER ACKNOWLEDGES THAT COMPILATIONS, PROGRAMS, DEVICES, METHODS, TECHNIQUES, DRAWINGS, PROCESSES, OR PORTIONS THEREOF SUPPLIED BY EUEDEX, INCLUDING THE CERTAIN INFORMATION, PRODUCT DEVELOPMENT PLANS, MATERIALS, TECHNICAL OR NON-TECHNICAL DATA, FORMULAS, EXCHANGE AND THE DOCUMENTATION THEREOF, ARE TRADE SECRETS, PROPRIETARY AND CONFIDENTIAL INFORMATION OF EUEDEX OR ITS SUPPLIERS AND ARE FURNISHED SOLELY TO ASSIST MEMBER IN THE INSTALLATION, OPERATION AND USE OF THE EXCHANGE. TRADE SECRETS, PROPRIETARY AND CONFIDENTIAL INFORMATION INCLUDE ANY INFORMATION THAT IS OF VALUE TO EUEDEX, IS DESIGNATED BY EUEDEX AS PROPRIETARY AND CONFIDENTIAL, THAT IS NOT KNOWN TO MEMBER PRIOR TO ITS DISCLOSURE BY EUEDEX AND IS NOT GENERALLY AVAILABLE TO PERSONS IN THE INDUSTRY FROM OTHER SOURCES. MEMBER AGREES TO HOLD THE TRADE SECRETS AND CONFIDENTIAL INFORMATION DISCLOSED BY EUEDEX IN STRICTEST CONFIDENCE AND NOT TO, DIRECTLY OR INDIRECTLY, COPY, REPRODUCE, DISTRIBUTE, MANUFACTURE, DUPLICATE, REVEAL, REPORT, PUBLISH, DISCLOSE, CAUSE TO BE DISCLOSED, OR OTHERWISE TRANSFER THE TRADE SECRETS, PROPRIETARY AND CONFIDENTIAL INFORMATION DISCLOSED BY EUEDEX TO ANY THIRD PARTY (EXCEPT THOSE THIRD PARTIES IN A CONFIDENTIAL RELATIONSHIP TO MEMBER) OR UTILIZE THE TRADE SECRETS, PROPRIETARY AND CONFIDENTIAL INFORMATION DISCLOSED BY EUEDEX FOR ANY PURPOSE WHATSOEVER OTHER THAN AS EXPRESSLY CONTEMPLATED BY THIS AGREEMENT OR ANY ATTACHMENT. WITH REGARD TO TRADE SECRETS, THIS OBLIGATION SHALL CONTINUE FOR SO LONG AS SUCH INFORMATION CONSTITUTES A TRADE SECRET UNDER APPLICABLE LAW. WITH REGARD TO PROPRIETARY AND CONFIDENTIAL INFORMATION, THIS OBLIGATION SHALL CONTINUE FOR THE TERM OF THE APPLICABLE ATTACHMENT AND FOR A PERIOD OF SEVEN (7) YEARS THEREAFTER. MEMBER ACKNOWLEDGES THAT USE OR DISCLOSURE OF EUEDEX'S TRADE SECRETS, PROPRIETARY OR CONFIDENTIAL INFORMATION WOULD CAUSE IRREPARABLE HARM TO EUEDEX.
- B) MEMBER AGREES THAT DURING THE TERM OF THIS AGREEMENT AND ALL APPLICABLE ATTACHMENTS, AND FOR TWO (2) YEARS FOLLOWING THE LAST OF SUCH TO EXPIRE, MEMBER SHALL NOT SOLICIT, INDUCE TO LEAVE OR HIRE ANY EMPLOYEE, CONSULTANT, OFFICER OF EUEDEX, OR ANY INDIVIDUAL WHO HAD BEEN EMPLOYED OR CONTRACTED BY EUEDEX WITHIN THE PRIOR ONE (1) YEAR.
- C) MEMBER RECOGNIZES AND AGREES THAT THERE IS NO ADEQUATE REMEDY AT LAW FOR A BREACH OF THIS SECTION 3, THAT SUCH A BREACH WOULD IRREPARABLY HARM EUEDEX AND THAT EUEDEX IS ENTITLED TO EQUITABLE RELIEF (INCLUDING, WITHOUT LIMITATIONS, INJUNCTIONS AND SPECIAL COURT ORDERS) WITH RESPECT TO ANY SUCH BREACH OR POTENTIAL BREACH IN ADDITION TO ANY OTHER REMEDIES.
- D)

4. DISCLAIMER OF WARRANTY

- A. ~~MEMBER~~ MEMBER STATES THAT THE EXCHANGE AND OTHER PRODUCTS SUPPLIED BY EUEDEX SHALL BE SUITABLE FOR THE FUNCTIONS FOR WHICH THEY WERE DESIGNED AND SUPPLIED. THE EXCHANGE IS PROVIDED "AS IS" AND "AS AVAILABLE" FOR MEMBER'S USE. THE CONTENT IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. EUEDEX, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE EXCHANGE IS ACCURATE, RELIABLE OR CORRECT; THAT THE EXCHANGE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. MEMBER'S (AND / OR ITS MEMBERS') USE OF THE EXCHANGE IS SOLELY AT THE MEMBER'S OWN RISK. IF MEMBER AND / OR ITS MEMBERS ARE DISSATISFIED WITH THE EXCHANGE, OR ANY PORTION THEREOF, THAN THEIR EXCLUSIVE REMEDY SHALL BE TO STOP USING THE EXCHANGE.
- B. NEITHER THE EXCHANGE NOR THE DATA OR INFORMATION PRODUCED THROUGH USE OF THE EXCHANGE CONSTITUTES A RECOMMENDATION BY EUEDEX TO ANYONE TO BUY OR SELL INSTRUMENTS, NOR DOES SUCH EXCHANGE, DATA OR INFORMATION CONSTITUTE AN OFFER BY EUEDEX TO ANYONE TO BUY OR SELL INSTRUMENTS. EUEDEX STATES THAT EUEDEX IS AN EXCHANGE VENDOR ONLY AND AS SUCH IS NOT ACTING AS A FINANCIAL ADVISOR OR FIDUCIARY OF A MEMBER (OR IN ANY SIMILAR CAPACITY) AND ANY ADVICE GIVEN IN CONNECTION WITH THIS AGREEMENT OR THE EXCHANGE OR ANALYSIS PERFORMED THROUGH USE OF THE EXCHANGE IS AND WILL BE MERELY INCIDENTAL TO THE PROVISION OF SERVICES OFFERED BY EUEDEX HEREUNDER AND SHALL NOT SERVE AS A PRIMARY BASIS OF ANY INVESTMENT DECISION BY MEMBER (OR ANY OF ITS MEMBERS).
- C. IN CONNECTION WITH ANY TRANSACTIONS WHICH MAY BE EXECUTED FROM TIME TO TIME BETWEEN EUEDEX AND MEMBER, EUEDEX IS AND WILL BE ACTING SOLELY IN THE CAPACITY OF AN EXCHANGE VENDOR ONLY.
- D. NO ORAL OR WRITTEN STATEMENTS OF ANY EMPLOYEE OR AGENT OF EUEDEX RELATING TO THE EXCHANGE SHALL VARY THE TERMS OF THIS DISCLAIMER.

5. TERMS AND TERMINATION

Please fill out and send it as an attachment to info@euedex.com The applicant must initial the bottom of each page as authorization of this Agreement.

[EUEDEX MEMBERSHIP AGREEMENT]

- A) EFFECTIVE DATE. THIS AGREEMENT AND THE LICENSE GRANTED HEREUNDER SHALL TAKE EFFECT UPON THE DATE THAT THE LAST PARTY EXECUTES THIS AGREEMENT.
- B) TERMINATION BY EUEDEX. NOTWITHSTANDING ANY OTHER TERM OR CONDITION OF THIS AGREEMENT OR ATTACHMENTS AND SCHEDULES ATTACHED HERETO, EUEDEX SHALL HAVE THE RIGHT TO SUSPEND THE MEMBERSHIP WITHIN FIVE (5) DAYS FROM THE DEFAULT NOTICE AND TERMINATE THIS AGREEMENT UPON THIRTY (30) DAYS' ADVANCE WRITTEN NOTICE TO MEMBER IF ANY OF THE FOLLOWING EVENTS ("EVENTS OF DEFAULT") OCCUR: MEMBER:
- I. Informs EUEDEX of its intent not to comply with the terms of this Agreement;
 - II. Fails to post the surety funds and the membership fee within five (5) days from effective date;
 - III. Breaches any provision of this Agreement any provision listed in the Rule Book;
 - IV. Discontinues its business;
 - V. Generally fails to pay its debts as they become due;
 - VI. Executes a general assignment for the benefit of creditors;
 - VII. Applies for consents to the appointment of a receiver, custodian, trustee, or liquidator of all or a substantial part of its assets;
 - VIII. Is adjudicated a debtor or has entered against it an order for relief under Bankruptcy laws;
 - IX. Files a voluntary case in bankruptcy or a petition for reorganization or an arrangement with creditors; or,
 - X. Admits (by answer, default or otherwise) the material allegations of a petition filed against it in any bankruptcy, reorganization, insolvency or other proceeding relating to the relief of debtors.
 - XI. Violates the law including regulatory, fraud and money laundering by Member and any Member's affiliates.
- C) NOTICE AND OPPORTUNITY TO CURE. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT, EUEDEX SHALL DELIVER TO THE MEMBER A NOTICE OF INTENT TO TERMINATE THAT IDENTIFIES IN DETAIL THE EVENT OF DEFAULT. IF THE EVENT THE DEFAULT REMAINS UNCURED WITHIN FIVE (5) DAYS FOLLOWING THE NOTICE EUEDEX SHALL HAVE THE RIGHT TO SUSPEND THE MEMBERSHIP AND TRADING PRIVILEGES AND TO IRREVOCABLY TERMINATE THIS AGREEMENT IF THE DEFAULT IS NOT CURED WITHIN THIRTY (30) DAYS FROM THE FIRST NOTICE...
- D) TERMINATION BY THE MEMBER. SIXTY (60) DAYS' ADVANCE WRITTEN NOTICE TO S SUBJECT TO THE CONDITIONS SET FORTH IN SECTION 5 (E) IMMEDIATELY BELOW, MEMBER MAY TERMINATE THIS AGREEMENT UPON EUEDEX, PROVIDED THAT UPON SUCH TERMINATION EUEDEX AND MEMBER SHALL NOT DISCLOSE TO ANY THIRD PARTY THE TERMS AND CONDITIONS OF THIS AGREEMENT OR ANY BASIS FOR ITS TERMINATION.
- E) END OF LICENSE PROCEDURE. UPON TERMINATION OF THIS AGREEMENT MEMBER MUST PAY TO EUEDEX WITHIN FIVE (5) DAYS OF THE DATE OF WRITTEN TERMINATION NOTICE ALL MONIES, WHICH HAVE ACCRUED PRIOR TO THE END OF THIS AGREEMENT? WITHIN TEN (10) DAYS AFTER THE DATE OF SUCH TERMINATION MEMBER SHALL DELIVER TO EUEDEX ANY AND ALL WRITTEN INFORMATION OR MANUALS PROVIDED TO MEMBER BY EUEDEX, IF ANY, AND A CERTIFICATION, SIGNED BY AN OFFICER OF THE MEMBER STATING THAT ALL SUCH WRITTEN INFORMATION OR MANUALS HAVE BEEN RETURNED TO EUEDEX.

6. ASSIGNMENT

MEMBER MAY NOT ASSIGN ANY OF ITS RIGHTS AND OBLIGATIONS HEREUNDER TO ANYONE, INCLUDING ANY PARENT, SUBSIDIARIES, AFFILIATED ENTITIES OR THIRD PARTIES, OR AS PART OF THE SALE OF ANY PORTION OF ITS BUSINESS, OR PURSUANT TO ANY MERGER, CONSOLIDATION OR REORGANIZATION EXCEPT WITH PRIOR WRITTEN CONSENT BY EUEDEX AND ANY ATTEMPT TO ASSIGN WITHOUT SUCH CONSENT SHALL BE VOID. SUCH CONSENT SHOULD NOT BE UNREASONABLY WITHHELD.

7. TRANSFER AND MODIFICATION

UNDER NO CIRCUMSTANCES SHALL MEMBER:

- A) REMOVE OR MODIFY ANY PROGRAM MARKINGS OR ANY NOTICE OF EUEDEX'S PROPRIETARY RIGHTS WITHOUT EXPLICIT AUTHORIZATION FROM EUEDEX;
- B) RE-LICENSE, RENT, LEASE, TIMESHARE, OR ACT AS A SERVICE AGENCY OR PROVIDE SUBSCRIPTION SERVICES FOR THE EXCHANGE WITHOUT EXPLICIT AUTHORIZATION FROM EUEDEX;
- C) USE THE EXCHANGE TO PROVIDE THIRD PARTY TRAINING EXCEPT FOR TRAINING AGENTS AND CONTRACTORS THAT EUEDEX HAS AUTHORIZED UNDER THIS AGREEMENT;
- D) PROVIDE AN ACCESS TO THE EXCHANGE TO ANOTHER INDIVIDUAL OR ENTITY WITHOUT EXPLICIT AUTHORIZATION FROM EUEDEX;
- E) CAUSE OR PERMIT REVERSE ENGINEERING OR DE-COMPILING OF THE PROGRAMS; OR
- F) DISCLOSE RESULTS OF ANY PROGRAM BENCHMARK TESTS WITHOUT EUEDEX'S PRIOR CONSENT.

8. FEES & TAXES

- A) MEMBER SHALL PAY ALL SALES, USE OR OTHER TAXES, IF ANY, HOWEVER DESIGNATED OR LEVIED, AGAINST THE SALE, LICENSING, DELIVERY OR USE OF THE EXCHANGE IMPOSED BY A TAXING AUTHORITY ON THE PURCHASER OR USER.
- B) CLEARING MEMBER SHALL SUBMIT SURETY FUNDS TO EUEDEX. THESE FUNDS SHALL ONLY BE USED TO PAY ANY LEGAL FEES IN ANY PROCEEDINGS BROUGHT AGAINST THE CLEARING MEMBER BY ANOTHER MEMBER OF EUEDEX. THE ACTUAL AMOUNT WOULD BE DETERMINED BY EUEDEX ON INDIVIDUAL BASIS AND IT IS BASED ON THE FINANCIAL RECORDS OF THE MEMBER. UPON CONCLUSION OF ANY PROCEEDINGS, SURETY FUNDS MUST BE REPLENISHED IN ORDER FOR CLEARING MEMBER TO RETAIN THEIR EXCHANGE PRIVILEGES. WHEN THE COMPLAINT IS FILED AGAINST THE CLEARING MEMBER, THE COMPLAINING MEMBER HAS TO POST UP TO \$500 DEDUCTIBLE RETAINER WHICH WOULD BE REFUNDED TO THE MEMBER IF IT IS DETERMINED BY THE LEGAL DEPARTMENT OF EUEDEX THAT THE COMPLAINT WAS JUSTIFIED. IN OUR DOCS THERE IS NO THIS TOPIC AND ON EUEDEX IS THERE
- C) CLEARING MEMBER WILL PAY A NON REFUNDABLE MEMBERSHIP FEE OF \$1,500 (ONE THOUSAND FIVE HUNDRED DOLLARS) FOR THE FIRST YEAR. RENEWAL FEE IS 50% OF THE INITIAL MEMBERSHIP FEE.
- D) ALL FEES ARE SUBJECT TO CHANGE AT DISCRETION OF EUEDEX WITHOUT PRIOR NOTICE.

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[EUEDEX MEMBERSHIP AGREEMENT]

9. PAYMENT TERMS

FOR MONTHLY TRANSACTIONAL FEES THE MEMBER WILL BE BILLED BY EUEDEX ON THE LAST DAY OF EACH WEEK AT THE END OF TRADING DAY. MAINTENANCE FEES ARE PAYABLE ON A MONTHLY BASIS ON THE FIRST DAY OF EACH MONTH. ALL PAYMENTS ARE DUE WITHIN FIVE (5) BUSINESS DAYS FROM THE DATE OF BILLING.

- A) MEMBERS CAN WITHDRAW FUNDS AT THE CONCLUSION OF EACH WEEKLY SESSION.
- B) MEMBER PAYS EUEDEX BY WIRE TRANSFER AT THE CONCLUSION OF EACH WEEKLY SESSION. THIS PAYMENT REPRESENTS THE TRANSACTION COST OF \$.125 (TWELVE AND ONE HALF CENTS) PER SIDE (ONE-LEG TRANSACTION) OR \$.25 (TWENTY FIVE CENTS) PER ROUND TRIP FOR EACH MINIMUM BASE SIZE UNIT.
- C) IF ANY EXCHANGE MEMBER FAILS TO PAY WITHIN FIVE (5) DAYS OF THE DUE DATE, ANY EXCHANGE DUES, ASSESSMENTS OR FEES LEVIED ON SUCH EXCHANGE MEMBER, EUEDEX IS AUTHORIZED TO WITHDRAW THE REQUIRED FUNDS FROM THE EXCHANGE MEMBERS CLEARING MEMBER ACCOUNTS UPON NOTICE.

10. OVERDUE ACCOUNTS

EUEDEX MAY CHARGE INTEREST ON OVERDUE ACCOUNTS AND ANY OTHER FEES AND EXPENSES NOT PAID AS PROVIDED HEREUNDER AT THE RATE OF ONE AND ONE-HALF PERCENT (1½%) PER MONTH OR THE MAXIMUM AMOUNT ALLOWED BY LAW, COMMENCING FROM THE DATE PAYMENT WAS DUE.

11. LIMITATIONS OF LIABILITY

EUEDEX SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES SUFFERED OR INCURRED BY MEMBER (OR ITS MEMBERS) FROM THE USE, OPERATION OR PERFORMANCE OF THE EXCHANGE. IN ADDITION, EUEDEX SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES SUFFERED OR INCURRED BY ANY PARTY BECAUSE OF THE MEMBER'S INTENTIONAL OR UNINTENTIONAL USE OF THE EXCHANGE. UNDER NO CIRCUMSTANCES SHALL EUEDEX, ITS SUBSIDIARIES, OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, OF THE EXCHANGE. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, OR STRICT LIABILITY, OTHER THAN GROSS NEGLIGENCE ON THE PART OF EUEDEX. THIS LIMITATION OF LIABILITY SET FORTH ABOVE PRODUCES SPECIFIC LEGAL RIGHTS. IN ADDITION, MEMBER ACKNOWLEDGES THAT:

- A) MEMBER IS AWARE THAT THE EXCHANGE IS OF A COMPLEX NATURE AND AGREES THAT ONLY PERSONS COMPETENT TO USE THE EXCHANGE AND HAVING RECEIVED SUFFICIENT INSTRUCTION IN ITS USE WILL BE ALLOWED TO USE THE EXCHANGE. EUEDEX HAS NO RESPONSIBILITY FOR ANY USE OF EXCHANGE BY ANY PERSONS.
- B) MEMBER FURTHER UNDERSTANDS THAT EUEDEX WILL NOT BE RESPONSIBLE FOR BACKING UP, SAFEKEEPING OR HAVING A BACKUP OF ANY DATA THAT IS OR MAY BE GENERATED BY THE MEMBER AND/OR ITS CLIENTS.

12. INDEMNITY

MEMBER SHALL DEFEND AND INDEMNIFY EUEDEX, ANY OF ITS SUBSIDIARIES, LICENSORS AND OTHER AFFILIATED COMPANIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITIES") AND HOLD THEM HARMLESS FROM ANY AND ALL LIABILITIES, CLAIMS, AND EXPENSES, INCLUDING ATTORNEY'S FEES, THAT ARISE FROM MEMBER (OR FROM CLIENTS OF MEMBERS) USE OR MISUSE OF THE EXCHANGE OR ANY OF ITS MODIFICATIONS, ALTERATIONS, ENHANCEMENTS OR ADAPTATIONS. EUEDEX RESERVES THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY MEMBER, IN WHICH EVENT MEMBER SHALL COOPERATE WITH EUEDEX IN ASSERTING ANY AVAILABLE DEFENSES.

13. FORCE MAJEURE

NEITHER PARTY SHALL BE IN DEFAULT OR OTHERWISE LIABLE FOR ANY DELAY IN OR FAILURE OF ITS PERFORMANCE UNDER THIS AGREEMENT IF SUCH DELAY OR FAILURE ARISES BY A REASON BEYOND ITS REASONABLE CONTROL, INCLUDING A NATURAL DISASTER, A NATURAL ACT OF GOD, A NATURAL ACT OF THE COMMON ENEMY, THE ELEMENTS, EARTHQUAKES, FLOODS, FIRES, EPIDEMICS, RIOTS, TERRORIST ATTACKS, FAILURES OR DELAY IN TRANSPORTATION OR INTERNET AND ANY OTHER THIRD PARTY COMMUNICATIONS INCLUDING 'HACKERS ATTACKS' OR ELECTRONIC JAMMING, OR ANY ACT OR FAILURE TO ACT BY EUEDEX'S AGENTS OR CONTRACTORS. THE PARTIES WILL PROMPTLY INFORM AND CONSULT WITH EACH OTHER AS TO ANY OF THE ABOVE CAUSES, WHICH IN THEIR JUDGMENT MAY OR COULD BE THE CAUSE OF A DELAY IN THE PERFORMANCE OF THIS AGREEMENT.

14. JURISDICTION, GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED BY THE LAW MOLDOVA (WITHOUT REGARD TO ITS RULES OF CONFLICTS OF LAWS); AND THE LAWS OF THAT STATE SHALL GOVERN ALL OF THE RIGHTS, REMEDIES, LIABILITIES, POWERS, AND DUTIES OF THE PARTIES UNDER THIS AGREEMENT. ALL PARTIES OF THIS AGREEMENT CONSENT TO JURISDICTION REPUBLIC OF MOLDOVA.

15. SETTLEMENT OF DISPUTES

ANY AND ALL DISPUTES ARISING UNDER THIS AGREEMENT SHALL BE RESOLVED BY BINDING LAWS THROUGH THE JURISDICTION OF THE REPUBLIC OF MOLDOVA. ALL DISPUTES HEREUNDER SHALL BE GOVERNED BY THE LAWS MOLDOVA. ALL PARTIES OF THIS AGREEMENT CONSENT TO JURISDICTION OF MOLDOVA.

16. COMPLIANCE WITH APPLICABLE LAW

Please fill out and send it as an attachment to info@euedex.com The applicant must initial the bottom of each page as authorization of this Agreement.

[EUEDEX MEMBERSHIP AGREEMENT]

MEMBER REPRESENTS AND WARRANTS THAT IT IS NOT THE SUBJECT OF ANY GOVERNMENTAL INVESTIGATION OR PROCEEDING IN CONNECTION WITH, OR ARISING OUT OF ITS BUSINESS IN SECURITIES, FINANCIAL INSTRUMENTS, CURRENCIES OR RELATED INSTRUMENTS (THE "BUSINESS"). MEMBER AGREES THAT AT ALL TIMES DURING THE TERM OF THIS AGREEMENT MEMBER SHALL CONDUCT ITS BUSINESS IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS AND GOVERNMENTAL REGULATIONS IN THE LEGAL JURISDICTION OF THE BUSINESS.

17. NO PARTNERSHIP, JOINT VENTURE OR USE OF -y-) -CNAME

MEMBER AGREES THAT NOTHING IN THIS AGREEMENT SHALL CONSTITUTE ANY PARTNERSHIP OR JOINT VENTURE WITH EUEDEX. MEMBER SHALL NOT REPRESENT THAT SUCH AN ARRANGEMENT EXISTS NOR CAUSE TO BE REPRESENTED THAT SUCH AN ARRANGEMENT EXISTS; AND MEMBER SHALL NOT USE THE NAME OF "EUEDEX" IN ANY ADVERTISING OR SOLICITATION OR FOR ANY SIMILAR PURPOSE WITHOUT THE PRIOR WRITTEN AUTHORIZATION FROM EUEDEX.

18. NOTICE

ANY NOTICE, REPORT OR COMMUNICATION HEREUNDER SHALL BE DEEMED SUFFICIENTLY GIVEN BY ONE PARTY TO ANOTHER, IF IN WRITING, AND IF AND WHEN DELIVERED OR TENDERED IN PERSON, AGAINST RECEIPT, OR BY DEPOSIT IN THE MAIL IN A SEALED ENVELOPE, REGISTERED OR CERTIFIED, WITH POSTAGE AND POSTAL CHARGES PREPAID, ADDRESSED:

TO EUEDEX

- Grenoble 163 Chisinau, 2019 Republic of Moldova

TO MEMBER:

- ADDRESS:
- ATTENTION:

19. OWNERSHIP OF COMPUTER SERVICES & DATABASE

COMPUTER SERVERS, WHICH ARE TO BE, INCLUDED IN THE SETUP FEE ARE THE PROPERTY OF EUEDEX. ANY MEMBER DATABASE RESIDING ON THE SERVERS IS THE PROPERTY JOINTLY OWNED BY EUEDEX AND MEMBER.

20. GENERAL PROVISIONS

- A) COMPLETE AGREEMENT. THE PARTIES AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE EXCHANGE LICENSE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES AND MERGES ALL PRIOR PROPOSALS, UNDERSTANDINGS AND ALL OTHER AGREEMENTS, ORAL OR WRITTEN, BETWEEN THE PARTIES RELATING TO THIS AGREEMENT.
- B) AMENDMENT. THIS AGREEMENT MAY NOT BE MODIFIED, ALTERED OR AMENDED EXCEPT BY WRITTEN INSTRUMENT DULY EXECUTED BY BOTH PARTIES.
- C) SEVERABILITY. THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION HEREOF SHALL NOT AFFECT THE OTHER PROVISIONS HEREOF, AND THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS AS IF SUCH INVALID OR UNENFORCEABLE PROVISIONS WERE OMITTED.
- D) HEADINGS. HEADINGS CONTAINED IN THIS AGREEMENT ARE FOR CONVENIENCE ONLY AND ARE NOT PART OF THIS AGREEMENT AND DO NOT IN ANY WAY INTERPRET, LIMIT OR AMPLIFY THE SCOPE, EXTENT OR INTENT OF THIS AGREEMENT OR ANY OF THE PROVISIONS HEREOF.
- E) MATERIAL TERMS AND CONDITIONS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, MEMBER SPECIFICALLY AGREES THAT EACH OF THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE MATERIAL AND THAT FAILURE OF MEMBER TO COMPLY WITH THESE TERMS AND CONDITIONS SHALL CONSTITUTE SUFFICIENT CAUSE FOR EUEDEX TO TERMINATE THIS AGREEMENT IMMEDIATELY UPON NOTICE TO THE OTHER PARTY.
- F) LANGUAGE OF AGREEMENT. BOTH PARTIES HAVE ACCEPTED THAT THIS AGREEMENT BE WRITTEN IN THE ENGLISH LANGUAGE.
- G) NON-CIRCUMVENTION. EUEDEX AND/OR ITS SUBSIDIARIES SHALL NOT CONTACT AN EXISTING OR PENDING CLIENT OF THE MEMBER WITH THE PURPOSE OF TRANSACTING FOREIGN EXCHANGE BUSINESS WITH THAT CLIENT DIRECTLY OR INDIRECTLY.
- H) MULTI-LANGUAGE EXCHANGE. EUEDEX WILL PROVIDE ENGLISH VERSIONS OF THE EXCHANGE PLUS ANY OTHER LANGUAGE REQUESTED BY MEMBER, AT NO ADDITIONAL COST TO MEMBER PROVIDED THAT MEMBER PROVIDES TRANSLATIONS OF ALL REQUIRED TEXT AND TERMS.
- I) ASSIGNMENT. MEMBER SHALL HAVE NO RIGHT TO ASSIGN THIS AGREEMENT OR ANY OF ITS RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT TO ANY OTHER PARTY.
- J) REFERRED BUSINESS BY MEMBER. IN THE EVENT MEMBER DECIDES TO INTRODUCE CLIENTS DIRECTLY TO EUEDEX OR DESIGNATED AFFILIATES OF EUEDEX, MEMBER AND EUEDEX WILL ENTER INTO A SEPARATE FINDERS FEE AGREEMENT AT THAT TIME.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE AND YEAR FIRST ABOVE WRITTEN.

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EUEDEX

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By:

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Date:

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Member

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By:

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Date:

Please fill out and send it as an attachment to info@euedex.com The applicant must initial the bottom of each page as authorization of this Agreement.

[EUEDEX MEMBERSHIP AGREEMENT]

This Software License Attachment (hereinafter "Software License Attachment") between EUEDEX (hereinafter "EUEDEX" or "Licensor")

• AND

(Hereinafter "Member" or "Licensee") is an addendum to the License and Service Agreement between EUEDEX and Member

• DATED _____, 200_.

Member agrees to the following terms and conditions which are incorporated in and made part of the License and Service Agreement.

The following are the terms and conditions under which EUEDEX licenses the executable code version of software (hereinafter "Software").

1. DEFINITIONS

- a) "CFXPit™ Terminal™." The term "EUEDEX Pro terminal, Charts or Data" means the pre-existing software product used for processing of transactions and data, which software was developed, and implemented, and is owned by EUEDEX prior to entering into this Agreement.
- b) "Utility Software" means computer software, whether stand-alone or bundled with other Products, in machine-readable form, which is provided in the form of systems software or utility software separate and independent from Developed Software.
- c) "Developed Software" means computer software, in both object and source code format, which directly or indirectly related to the collection, storage, retrieval and management of information relating to trading activities of the Member and consisting of any and all modifications, corrections, updates, upgrades, new releases or similar changes. The term "Developed Software" shall also include any custom developments to be developed by EUEDEX for the Member, each under additional Statement of Work referred to herein in the Professional Services Attachment.
- d) "Software" or "Covered Software." documentation, and any The term "Software" or "Covered Software" shall mean the computer program, program corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to such computer program and other manuals, collectively, CFXPit™ Terminal™, Charts, Developed Software, and Utility Software.
- e) "Services» means any technical support, troubleshooting, on-call emergency technical assistance, and/or computer consulting services to be provided by EUEDEX to the Member under EUEDEX Technical Support Attachment and Professional Services Attachment to this Agreement.

2. SOFTWARE LICENSE TERMS & CONDITION

- a) Grant of License. Subject to the terms and conditions of this Agreement, EUEDEX grants Member a limited, monthly (subject to termination provisions of the General Terms and Conditions of the License and Service Agreement), nontransferable License to exclusively use the EUEDEX Pro Terminal to access the Exchange solely for Member's own internal use in compliance with all applicable laws and government regulations for the period of one (1) year. At which point the License can be renewed at mutually agreeable terms.
- b) During service and a t a n y r e a s o n a b l e t i m e d u r i n g n o r m a l b u s i n e s s h o u r s , E U E D E X m a y a u d i t M e m b e r ' s u s e o f t h e S o f t w a r e e i t h e r d i r e c t l y o r v i a r e m o t e a c c e s s , f o r t h e p u r p o s e s o f d e t e r m i n i n g c o m p l i a n c e w i t h t h e t e r m s o f t h i s L i c e n s e a n d S e r v i c e A g r e e m e n t .
- c) Title to and ownership of the Software and all of its parts (and any modifications, translations, or derivative thereof, even if unauthorized) and all applicable rights in patents, copyrights and trade secrets in the Software shall remain exclusively with EUEDEX and its licensors. Software provided hereunder is valuable, proprietary, and unique, and Member agrees to be bound by and observe the proprietary nature thereof as provided herein. Member agrees to take diligent action to fulfill its obligations hereunder by instruction or agreement with its employees or agents (whose confidentiality obligations shall survive termination of employment or agency) who are permitted access to the Software. Access shall only be given on a need-to-know basis. Except as set forth herein or as may be permitted in writing by EUEDEX, Member shall not use, provide or otherwise make available the Software or any part or copies thereof to any third party. Member shall not reverse engineer, decompile or disassemble the Software or any portion thereof, nor otherwise attempt to create or derive the source code. Member acknowledges that unauthorized reproduction, use, or disclosure of the Software or any part thereof is likely to cause irreparable injury to EUEDEX and/or its licensors, who shall therefore be entitled to injunctive relief to enforce these License restrictions, in addition to any other remedies available at law, in equity, or under this License and Service Agreement.

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[EUEDEX MEMBERSHIP AGREEMENT]

d) ~~MEMBER~~ shall have the right to terminate Member's License if Member fails to pay any and all required License fees or otherwise fails to comply with these License terms and conditions. Any termination of the License shall automatically terminate service under EUEDEX Technical Support Attachment and Professional Service Attachment between the parties. All confidentiality and non-disclosure obligations herein shall survive termination.

3. MEMBER'S RESPONSIBILITIES

Except as otherwise provided in the Attachments and Exhibits, and in addition to any other obligations of Member provided in this Agreement, Member shall be solely responsible for the following:

- a) The compatibility with the EUEDEX's Software, maintenance and support of Member's computer hardware, peripherals, device drivers, high speed Internet connections, third party operating systems, and other third party software;
- b) The results obtained from use, or misuse and operation of the Software;
- c) For support and installation of any Member's data feed as well as for its accuracy, reliability, availability or otherwise.

4. EXPORT RESTRICTIONS/LEGAL COMPLIANCE

Member may not access, download, use or export the EUEDEX's Software or its contents, in violation of export laws or regulations, or in violation of any other applicable laws or regulations. Member agrees to comply with all export laws and restrictions and regulations of any foreign agency or authority that is binding and regulating, and not to directly or indirectly provide or otherwise make available the Software in violation of any such restrictions, laws or regulations, or without all necessary approvals. As applicable, you shall obtain and bear all expenses relating to any necessary Licenses and/or exemptions with respect to its own use of the EUEDEX's Software.

5. GENERAL TERMS & CONDITIONS

The parties acknowledge that the General Terms and Conditions contain provisions that govern the entire relationship between the parties. Accordingly, in the event of any conflict between the General Terms and Conditions and this Software License Attachment, the General Terms and Conditions shall control and govern.

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EUEDEX

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By:

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Date:

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Member

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By:

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Date:

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EUEDEX Technical Support Attachment

This Technical Support (hereinafter "Technical Support Attachment") between EUEDEX (hereinafter "EUEDEX" or "Licensor")

• AND

(Hereinafter "Member" or "Licensee") is an addendum to the License and Service Agreement between EUEDEX and Member

• DATED _____, 200_.

Member agrees to the following terms and conditions which are incorporated in and made part of the License and Service Agreement.

The following are the terms and conditions under which EUEDEX licenses the executable code version of software (hereinafter "Software").

1. TECHNICAL SUPPORT

EUEDEX agrees to provide Member with EUEDEX Technical Support for all Software ("Covered Software" or "Software") as defined in Section 1(d) of the Software License Attachment:

- a) Payment of the Technical Support Fee, as defined in Section 4 below entitles Member to Technical Support Service (as defined in the next Section 1(b)).
- b) Scope of Service. EUEDEX will provide Technical Support Service as long as the Member's Covered Software is at this current or the next most current revision level. Technical Support Service includes:
 - I. Asynchronous communications via Designated Support Email Account;
 - II. Acceptance, confirmation and registration of Member's complaints and other requests, reported by authorized representatives of the Member via email;
 - III. Commercially reasonable efforts to report and test fixes to defects in the Covered Software that materially and adversely affect the efficiency or use of the Covered Software.
- c) Enhancements to Covered Software. EUEDEX agrees to deliver to Member any and all new versions of the Covered Software that contain error corrections and enhancements. EUEDEX may also offer to Member new versions of the Covered Software that contain more than error corrections and minor enhancements.
- d) Service Limitations. Technical Support Service is contingent upon the proper use of the Covered Software and is provided twenty-four (24) hours a day during "Normal Trading Hours" which means period of time on non-holiday weekdays from Sundays 23:00GMT to 21:00. GMT on Fridays. Technical Support Service does not include any of the following:
 - (i) service resulting from an accident, neglect, alterations, improper use, or misuse of the Covered Software as necessitated by adjustments and changes attempted by non-EUEDEX personnel;
 - (ii) service to a version other than the current or the next most current version of the Software;
 - (iii) efforts to restore the software version and/or data;
 - (iv) service related to software other than the Covered Software;
 - (v) service related to unqualified products, either hardware or software, that are attached or installed in the Member system; and
 - (vi) service request due to problems that are not the direct result of Covered Software licensed by EUEDEX.
- e) In the event that Technical Support Services are provided at a location other than EUEDEX's facilities, then Member shall be liable for services provided by EUEDEX's at the current hourly or daily rates established at that time for Professional Services plus all reasonable travel and lodging expenses of EUEDEX and its representatives and be billed at the time of service. Notwithstanding anything to the contrary contained in this Technical Support Attachment, EUEDEX shall use commercially reasonable efforts to respond to problems set forth below.
- f) Priority Codes: The Codes below depict the priority level assigned by EUEDEX to each issue or problem reported to EUEDEX by Member:
 - I. "A Priority" - Software error renders the Software inoperable. Resources assigned within three (3) hours after receipt by EUEDEX of such notice. The problem is resolved on ASAP basis.
 - II. "B Priority" - Software error is detected for a system module, which seriously impairs system operations, but does not render it down. Resources assigned within four (4) hours after notice. The problem is resolved on ASAP basis.
 - III. "C Priority" - Minor problem to be generally resolved within thirty (30) days.
 - IV. "D Priority" - Minor problems, which EUEDEX will incorporate into future software release.

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[EUEDEX MEMBERSHIP AGREEMENT]

2. MEMBER'S RESPONSIBILITIES

Member shall provide reasonable assistance to EUEDEX in the performance of Technical Support Services, including without limitation, providing EUEDEX copies of all data and other files reasonably required to verify, reproduce, diagnose and resolve reported problems. Member is responsible for maintenance and installation of any common carrier equipment or communications services related to the Covered Software and not furnished by EUEDEX, including without limitation, the necessary modem and remote access software for the purposes of providing dial-up access to EUEDEX's Software. Member is responsible for charges incurred for communication facilities from Member's facilities, whether incurred by Member or by EUEDEX service representatives while performing service on the Covered Software. Member provides to EUEDEX all rights and licenses of third parties necessary or appropriate for EUEDEX to access the hardware and third party software in the performance of the Technical Support Services.

3. TERM

The term of this Technical Support Attachment shall commence on the date of execution of the License and Service Agreement and terminate on its last day.

4. TECHNICAL SUPPORT FEE

The Technical Support fee is embedded into the transaction fee of the Membership costs referred to in General Terms and Conditions, Section 8(d), unless they are subject of Section 1 (E) of this "EUEDEX Technical Support Attachment". Transaction fees are to be paid weekly and are due within five (5) business days of the end of the week

5. OTHER SERVICES

Any services rendered by EUEDEX that are not included in the scope of Technical Support Services, if requested by Member, will be performed at EUEDEX's discretion and, if performed, will be charged to Member at current rate in accordance with terms and conditions of the Professional Services Attachment to the License and Service Agreement.

6. GENERAL TERMS & CONDITIONS

The parties acknowledge that the General Terms and Conditions contain provisions that govern the entire relationship among the parties. Accordingly, in the event of any conflict between the General Terms and Conditions and this Technical Support Attachment, the General Terms and Conditions shall control and govern.

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EUEDEX

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By:

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Date:

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Member

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By:

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Date:

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EUEDEX Professional Services Attachment

This Professional Services (hereinafter "Professional Services Attachment") between EUEDEX (hereinafter "EUEDEX" or "Licensor")

• AND

(Hereinafter "Member" or "Licensee") is an addendum to the License and Service Agreement between EUEDEX and Member

• DATED _____, 200_.

Member agrees to the following terms and conditions which are incorporated in and made part of the License and Service Agreement.

The following are the terms and conditions under which EUEDEX licenses the executable code version of software (hereinafter "Software").

1. SERVICES

- a) From time to time EUEDEX can perform additional consulting services at the Member's request. The services to be performed by EUEDEX under this Professional Services Attachment may include, but are not limited to: software use training, software development and consulting, software implementation, software installation evaluations, programming and software documentation, software application design and development, software systems analysis and design, software conversions and implementation planning, etc., (collectively referred to as the "Services").
- b) Each time Member desires to engage EUEDEX to provide Services to Member, the parties will enter into a mutually agreeable Statement of Work. Each Statement of Work will at a minimum:
 - (i) describe the specific Services that EUEDEX is to provide to Member under that engagement,
 - (ii) set forth the fees that Member agrees to pay for those Services and the manner in which Member agrees to pay those fees,
 - (iii) set forth the time frame for performance of those Services, and
 - (iv) incorporate by reference the terms and conditions of this Professional Services Attachment.
- c) Should EUEDEX's consultant is unable to perform the Services under this Professional Services Attachment because of illness, resignation or other causes beyond EUEDEX's control, EUEDEX will attempt to replace such consultant within a reasonable time, but EUEDEX shall not be liable for failure to replace such consultant within the schedule.
- d) Member shall furnish EUEDEX, at Member's expense, all technical data and information as may be determined by EUEDEX to be necessary for the performance of the Services. Member shall grant EUEDEX™ access to the Software and the hardware on which the Software runs at such times and so configured as may be required for the adequate performance of the Services. Member agrees that EUEDEX shall have (provided by the Member) all rights and licenses of third parties necessary or appropriate for EUEDEX to access the hardware and third party software in the performance of the Services.

2. CHARGES

- a) Member agrees to pay fees for the Services as provided in the Statement of Work, or if not provided in the Statement of Work, Member agrees to pay for all Services performed, including reasonable travel, subsistence, and lodging in accordance with EUEDEX's established rates and minimums in effect when Services are rendered. Additionally, the Member agrees to reimburse EUEDEX for any special or unusual expenses incurred at the Member's specific request.
- b) All charges and rates are exclusive of all sales, use and like taxes. Such taxes are the responsibility of the Member and will be billed to the Member as a separate line item on each invoice.
- c) All charges and rates are based on EUEDEX's then current schedule of charges and rates and are subject to change by EUEDEX upon advance written notice. Quoted charges and rates will be held firm for ninety (90) days from the date of quotation.

3. CONTROL & SUPERVISION

- a) While present on the Member's premises and performing Services under this Professional Services Attachment, EUEDEX shall conform to Member's reasonable, published policies and procedures disclosed to EUEDEX and shall abide by Member's directions which are consistent with the nature and scope of the Services to be provided.

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[EUEDEX MEMBERSHIP AGREEMENT]

- b) It is the express intention of the parties that EUEDEX and/or the EUEDEX consultant is an independent contractor and not an employee, agent, or partner of Member. Nothing in this Professional Services Attachment shall be interpreted as creating the relationship of employer and employee between the EUEDEX consultant and Member.

4. RIGHTS IN DATA

Title to and ownership of all written material created for Member under this Professional Services Attachment, including, but not limited to Software, Developed Software as defined in the Section 1(c) of the Software License Attachment hereof, magnetic and optical disks, tapes, listings and other software documentation (collectively referred to as "Developed Software") first developed or created by EUEDEX under this Professional Services Attachment and all proprietary rights therein shall at all times remain with EUEDEX; however, EUEDEX, subject to the payment by Member of all charges related to the services, grants to Member non-exclusive and non-transferable License to use such Developed Software furnished to Member by EUEDEX under this Professional Services Attachment, subject to the prevailing terms and conditions of License and Service Agreement. Except and to the extent expressly provided in this Paragraph, no other License or other right is hereby transferred or granted to Member, including any License to the third party software or product which is covered by implication, estoppels or otherwise, under any patent, trade secret, trademark, or copyright. Nothing contained herein precludes EUEDEX from copying, selling, distributing, or licensing Developed Software to any other EUEDEX's Members.

5. CONSULTANT (S)

The parties recognize that the EUEDEX's consultant(s) provided under this Professional Services Attachment may perform similar services from time to time for others. Accordingly, this Professional Services Attachment shall not prevent EUEDEX from performing such similar services or restrict EUEDEX's use of the same consultant(s) provided under this Professional Services Attachment. EUEDEX will make every effort consistent with sound business practices to honor the specific request of the Member with regard to the assignment of its consultant(s); however, EUEDEX reserves the sole right to determine each assignment of EUEDEX's consultant(s) under this Professional Services Attachment.

6. TERM

- a) This Professional Services Attachment shall become effective on the date of acceptance by EUEDEX of the Statement of Work and shall remain in force until terminated with thirty (30) days prior written notice. Completion of any Services, any ordered Services or the absence of orders for Services shall not terminate this Professional Services Attachment, it being the intent of the parties to keep this Professional Services Attachment in effect in the event of future orders for Services.
- b) EUEDEX may, upon mutual written agreement with Member, add to or modify the terms and conditions of this Professional Services Attachment to meet EUEDEX's then current policies and service offerings.

7. GENERAL TERMS & CONDITIONS

The parties acknowledge that the General Terms and Conditions contain provisions that govern the entire relationship among the parties. Accordingly, in the event of any conflict between the General Terms and Conditions and this Professional Services Attachment, the General Terms and Conditions shall control and govern.

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EUEDEX

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Member

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By:

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