

Agency Agreement No. -A/I/06-2023

___ 2023 This Agency Agreement is concluded between Infinity Trade Systems Inc. (the PRINCIPAL) and any person, individual entrepreneur, legal entity (the AGENT) as follows:

TERMS AND DEFINITIONS

For the purposes of this Agreement, the following terms shall apply:

Product: The PRINCIPAL's software and other products. Products can be computer programs or physical products, including products with integrated software, and other PRINCIPAL's services.

Agent: Any individual (who has reached the age of majority) or legal entity who has entered into an agency agreement with the PRINCIPAL in writing or electronically.

PRINCIPAL's Website: An information resource on the Internet, located at <https://infinityinvestcapital.com>.

User: Any Internet user logged into PRINCIPAL's website.

Customer / Partner: Any natural person, legal entity or individual entrepreneur who wishes to purchase or who has already purchased the PRINCIPAL's Product.

Agreement: An agreement for the provision of services, performance of work, sale of goods, which is concluded with the Customer and/or the Partner.

Personal Account: A section on the PRINCIPAL's website, which is created when registering a user with their registration data, after accepting this Agreement.

1. SUBJECT OF THE AGREEMENT

1.1. The PRINCIPAL shall instruct and pay, and the AGENT shall perform, on behalf and at the expense of the PRINCIPAL, legal actions related to the provision of services to find any persons (Customers and/or Partners) to sell the PRINCIPAL Products within its commercial activities, to assist in the conclusion of contracts between the PRINCIPAL and the Customer and/or the Partner, as well as services for advertising and consulting support in the promotion of the software and other PRINCIPAL Products, and the PRINCIPAL shall reward the AGENT according to the terms of the agency fees.

1.2. The AGENT shall act in the interests of the PRINCIPAL on the territory of the Russian Federation.

1.3. Under a transaction made by the AGENT with a third party on behalf and at the expense of the PRINCIPAL, the rights and obligations shall arise directly from the PRINCIPAL.

2. PROCEDURE FOR EXECUTING THE PRINCIPAL'S ORDER

2.1. The relationship between the PRINCIPAL and the AGENT shall be governed by the Order in accordance with paragraph 1.1.

2.2. The AGENT shall carry out the following actions to implement the Order of the PRINCIPAL under paragraph 1.1:

2.2.1. Engage persons interested in the PRINCIPAL Products;

2.2.2. Provide advertising, consulting and marketing support, as well as otherwise promote the PRINCIPAL Products;

2.2.3. Facilitate negotiations of the PRINCIPAL with potential Customers and/or Partners;

2.2.4. Assist in the conclusion of contracts between the PRINCIPAL and persons interested in the Products provided by the PRINCIPAL.

2.2.5. Adhere to the instructions of the PRINCIPAL to respect the confidentiality of technical documentation and information related to and use of Products.

2.3. The AGENT is not entitled to conclude contracts with third parties on behalf of the PRINCIPAL without the written agreement of the PRINCIPAL.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The PRINCIPAL has the right to:

3.1.1. Obtain the results of the services under paragraph 1.1.

3.2. The PRINCIPAL shall:

3.2.1. Provide the AGENT with the necessary information related to the use and development of the software used.

3.2.2. Provide the AGENT with the necessary information about the PRINCIPAL Products.

3.2.3. Pay the agency fee specified in paragraph 4.1 for the provision of services by transfer to the AGENT's account.

3.2.4. Reimburse the AGENT for incurred costs and additional expenses, if such costs are agreed with the PRINCIPAL and such costs and expenses are documented.

3.2.5. Provide the AGENT with the means necessary to execute the order under paragraph 1.1.

3.2.6. Pay fee commensurate with the work performed by the AGENT, in case of early termination of the Agreement. This rule shall not apply to the execution by the AGENT of the order after the AGENT learned or should have learned about the termination of the order.

3.3. The AGENT has the right to:

3.3.1. Timely pay the agency fee in accordance with paragraph 4.1.

3.3.2. Independently carry out events, presentations, consultations on the territory and in time at the AGENT's discretion.

3.4. The AGENT shall:

3.4.1. Register on the PRINCIPAL's website and get access to their own personal account.

3.4.2. Get acquainted with all the information posted on the PRINCIPAL's website.

3.4.3. Perform work in proportion to the order of the PRINCIPAL under paragraph 1.1 of this Agreement and the fee paid under paragraph 4.1.

3.4.4. Coordinate with the PRINCIPAL the possible additional costs that may arise during the execution of the order under paragraph 1.1, and not take any action that could entail such costs without the consent of the PRINCIPAL.

3.4.3. Execute the order under clause 1.1 in accordance with the instructions of the PRINCIPAL, which must be lawful, enforceable and specific, as well as the requirements of paragraph 1.1 of this agreement. The AGENT has the right to deviate from the instructions given by the PRINCIPAL if, due to the circumstances of the case, this is necessary in the interests of the PRINCIPAL and the AGENT could not first request the PRINCIPAL's opinion, or did not receive a timely response to their request.

3.4.2. Provide the PRINCIPAL at its request with all information about the progress of the execution of the order.

3.4.3. Inform the potential Customer and/or Partner about possible risks and losses on their part that may arise in the course of their use of the PRINCIPAL's Products, as well as provide only reliable information about the PRINCIPAL and its activities.

4. AGENCY FEE AND SETTLEMENT PROCEDURE

4.1. Agency fee to the AGENT for executing the orders of the PRINCIPAL according to paragraph 1.1 of this Agreement shall be charged in the amount indicated on the website in the agency section, within the framework of the relevant agreement for the sale of the Product concluded with the Customer and/or the Partner.

4.2. The ground for payment of the agent's fee to the AGENT shall be the fulfillment of the following conditions:

4.2.1. The AGENT's own personal account on the PRINCIPAL's Website;

4.2.2. Conclusion of an appropriate agreement for the sale of the Product between the PRINCIPAL and the Customer and/or the Partner;

4.2.3. Receipt by the PRINCIPAL of funds from the Customer and/or the Partner under the corresponding agreement for the sale of the PRINCIPAL Product;

4.2.4. Signing of the of the Product acceptance certificate by the PRINCIPAL and the Customer and/or the Partner under the relevant agreement for the sale of the Product.

4.3. In the event of early termination of the Agreement, the amount of fee to be paid to the AGENT under this Agreement shall be determined by agreement of the PARTIES.

4.4. The services are considered paid by the PRINCIPAL after the funds are credited in accordance with paragraph 4.1 to the account of the AGENT.

4.5. Payment for the services shall be made in Russian rubles.

5. LIABILITY OF THE PARTIES

5.1. The AGENT shall be liable for the observance of all laws and other normative documents related to its activity in the process of work.

5.2. The PARTIES shall be liable for non-fulfillment or improper fulfillment of the terms of this Agreement in the manner prescribed by this Agreement and the current legislation of the Russian Federation.

5.3. The AGENT shall be liable for the dissemination by their employees of false or negative information about the PRINCIPAL and/or its activities, as well as for the disclosure of confidential information (Section 6 of this Agreement), in accordance with the current legislation of the Russian Federation.

5.4. The PARTIES shall not be liable in case of financial losses of the Customer in the course of using the Products of the PRINCIPAL, as well as in the course of obtaining the results of the services provided by the PRINCIPAL.

5.5. The PARTIES are aware that the activities of the PRINCIPAL in the Russian Federation are subject to the Federal Law of 22/04/1996 No. 39-FZ "On the Securities Market" and the Federal Law of 21/11/2011 No. 325FZ "On On-Exchange trading".

6. CONFIDENTIALITY

6.1. The PARTIES shall not to disclose or use confidential information, except for the purpose of fulfilling their obligations under this Agreement. The receiving PARTY shall take measures to protect confidential information as the Receiving Party uses to protect its own confidential information of a like nature.

6.2. Any information received by one PARTY from the other PARTY under this Agreement is considered confidential.

6.3. Confidential information can be provided to the competent state authorities in the cases and in the manner provided for by the current legislation, which does not entail liability for its disclosure.

6.4. Information obtained from publicly available sources is not considered confidential.

6.5. The PARTY that allowed the disclosure of confidential information, or failed to comply with other requirements to ensure its confidentiality, shall compensate the other PARTY for the losses caused by such a violation.

6.6. The obligations of the PARTIES set forth in this Section shall be valid during the term of this Agreement and three (3) years after its termination.

7. VALIDITY AND AMENDMENT OF THE AGREEMENT

7.1. This Agreement shall enter into force from the moment it is accepted by the AGENT on the PRINCIPAL's Website and shall be valid until 31/12/2020.

7.2. If, one (1) month before the expiration of this Agreement, none of the PARTIES has expressed a desire to terminate it, this Agreement shall be considered extended for the next calendar year on the same terms and conditions.

7.2.1. The number of extensions provided for in paragraph 7.2 is unlimited.

7.3. The Agreement can be changed or terminated by agreement of the PARTIES.

7.4. All amendments and additions to this Agreement shall be made by concluding an additional agreement, which shall be an integral part of this Agreement.

The agreement to amend this Agreement shall be concluded in writing or in electronic form and shall be signed/accepted by each of the PARTIES.

8. PERSONAL DATA REGULATION

8.1. Under this Agreement, the PRINCIPAL shall instruct the AGENT to process data relating to individuals (personal data subjects) and received by the PRINCIPAL from the AGENT (personal data). The processing of personal data includes the collection, recording, systematization, accumulation, storage, clarification (update, change), extraction, use, provision, depersonalization, blocking, deletion and destruction, cross-border transfer of personal data on the territory of foreign states, including those not included in a list of states that provide adequate protection of the rights of personal data subjects.

8.2. The PRINCIPAL and the AGENT shall ensure the confidentiality and security of the processed personal data in accordance with the requirements of the Federal Law of July 27, 2006 No. 152-FZ "On Personal Data".

8.3. The AGENT shall guarantee receiving the appropriate consent to the processing of personal data from personal data subjects. The AGENT shall notify the subjects of personal data about the processing of their personal data by the PRINCIPAL, or ensure the depersonalization of such personal data before transferring to the PRINCIPAL.

9. DISPUTE RESOLUTION

9.1. Disputes and disagreements that may arise during the execution, violation, termination or invalidity of this agreement shall be resolved, if possible, through negotiations between the PARTIES.

9.2. Disputes between the PARTIES not settled through negotiations are referred for resolution to the arbitration court at the location of the claimant.

10. OTHER TERMS

10.1. By accepting this Agreement on the PRINCIPAL's Website, the AGENT agrees with all the terms of this Agreement.

10.2. If the AGENT does not agree with the terms of this Agreement and does not accept this Agreement on the PRINCIPAL's Website, the Agreement is considered not concluded.

11. DETAILS OF THE PRINCIPAL

Infinity Trade Systems Inc.

Global Gateway 8, Rue De La Perle, Providence, Mahe, Seyshelles <https://infinity-investcapital.com>