

GENERAL CONTRACTUAL TERMS

Agreed between:

Autochartist Limited a company duly incorporated under the laws of the Republic of Cyprus, having its main place of business at 5 Andrea Patsalides Street, Office 303, Engomi 2408 Nicosia, Cyprus, with registration number 304691 VAT Number: **CY103046915**. (hereinafter referred to as “the Licensor”) and the Licensee a company described in Clause 1 of the Commercial Terms

Table of Contents

1. Definitions.....	4
2. Grant and nature of license	4
3. Delivery Process	5
4. Payment	5
5. GDPR	5
6. The Autochartist Social Media Service.....	6
7. Sendy Mass Email Solution	6
8. Integration Mass Email Solution	6
9. Restrictions of Use of the Service by Licensee	7
10. Indemnifications; Limitation of liability.....	7
11. Guarantees, Representations, Warranties and Covenants	7
12. Intellectual Property Rights and sale of other services.....	8
13. Breach and termination	8
14. Interpretation.....	8
15. Validity	8
16. Confidentiality.....	8
17. Relationship	9
18. Dispute resolution.....	9
19. Domicilium	9
20. Notices	9
21. Force majeure	9
22. Entire agreement and variations.....	10
23. Assignment, cession and delegation	10
24. Relaxation	10
25. Waiver	10
26. Severability.....	10
27. Drafting costs	10
28. Governing law; Venue.....	10

RECITALS

(a) The Licensor is a financial market content and analytics company that leverages big data and proprietary technology to help stock, futures and currency brokers acquire, engage and retain their customers.;

(b) The Licensee wishes to provide the results of the Licensor’s service within one or more of the applications used by the Licensee and/or Licensee’s clients as referred to herein.

NOW THEREFORE the Licensor and the Licensee hereby agree to the following:

1. DEFINITIONS

Unless the contrary is clearly indicated, the following words and/or phrases used in this Agreement shall have the following meaning:

- 1.1. “Agreement” shall mean this written document together with all written appendices, (including the Commercial Terms and the matters referred to therein) annexures, exhibits or amendments attached to it from time to time.
- 1.2. “Delivery Date” shall be mean the earlier of either the date specified in the Commercial Terms, or the date when product is made to available to the Licensee for testing and development of marketing material.
- 1.3. “Confidential Information” shall mean:
 - 1.3.1. any information of whatever nature, which has been or may be obtained by either of the Parties from the other, whether in writing or in electronic form or pursuant to discussions between the Parties, or which can be obtained by examination, testing, visual inspection or analysis, including, without limitation, scientific, business or financial data, know-how, formulae, processes, designs, sketches, photographs, plans, drawings, specifications, sample reports, models, customer identity, customer lists, price lists, studies, findings, computer software, inventions or ideas;
 - 1.3.2. analyses, concepts, compilations, studies, and other material prepared by or in possession or control of the recipient which contain or otherwise reflect or are generated from any such information as is specified in this definition; and
 - 1.3.3. any dispute between the Parties resulting from this Agreement, except in the case where litigation is filed between the parties.
- 1.4. “Intellectual Property Rights” shall mean all present and future intellectual property rights in the Service, including but not limited to Copyright.

- 1.5. “License” shall mean a non-transferable, non-exclusive right granted to the Licensee to provide the Service to any number of users that hold accounts with the Licensee.
 - 1.6. “License Fee” shall mean the amount payable by the Licensee to the Licensor as set out in the Commercial Terms.
 - 1.7. “Notice” shall mean a written document.
 - 1.8. “Parties” shall mean both the Licensor and the Licensee.
 - 1.9. “Results” shall mean the descriptions of technical analysis produced by the Service.
 - 1.10. “Service” shall mean the Autochartist service relating to the analysis types listed in the Commercial Terms.
- ### 2. GRANT AND NATURE OF LICENSE
- 2.1. The Licensor herewith grants a License to the Licensee on the terms and conditions set out in this Agreement.
 - 2.2. The Licensee shall not have the right to sub-license, sell, re-sell or transfer any Results delivered by the Service in any way, either in whole or in part, to any third party other than as set forth in the Commercial Terms. The parties acknowledge that Licensee’s customers will have access to the Service and such access will not be considered a sub-license or transfer.
 - 2.3. The Licensee shall not copy nor permit any party to copy the Results delivered by the Service, provided that users of Licensee may copy such Results for their personal and private use and further provided, that Licensee may make such copies for its records and such copies as may be required by any applicable law, rule, or regulation.
 - 2.4. The Licensee agrees to display the Autochartist trademark and logo in a manner reasonably acceptable to the Licensor and Licensee, on all pages from which Results are accessed.
 - 2.5. The Licensee agrees to dedicate a promotional page for the Autochartist service on its website.
 - 2.6. The Service shall be co-branded with Autochartist.com and the Licensee’s logo.
 - 2.7. The Licensee shall only be entitled to display the Results to the users of the Applications as stipulated in the Commercial Terms.

3. DELIVERY PROCESS

- 3.1. After execution of this agreement, a technical document relating to the installation of the Autochartist service will be submitted by the Licensor and the relevant technical staff of the Licensee will be required to complete it with relevant and complete technical information.
- 3.2. If the process from 3.1 results in the Licensor needing to create custom features on behalf of the Licensee, the Parties agree that:
- 3.2.1. Delivery dates and commencement dates may need to be adjusted to allow the Licensor enough time to create the additional features.
- 3.2.2. The Licensor will inform the Licensee of any additional charges for these custom features before embarking on the development process.

4. PAYMENT

- 4.1. In consideration of the License being granted, the Licensee shall pay the Licensor the License Fee, in accordance with the Commercial Terms.
- 4.2. The License Fee and Installation Fee shall exclude value added tax which shall be paid by the Licensee. (The Licensor is VAT registered in the Republic of Cyprus and sales to Licensee's outside of the Republic of Cyprus are at a zero rate).
- 4.3. Payment shall be affected on the Payment Date in the Payment Currency in the Payment Bank Account. For the purpose of this clause -
- 4.3.1. Invoices shall be issued two weeks before the period end and for the Licensee Fee as provided in the Commercial Terms.
- 4.3.2. Payment Date shall mean within 15 (fifteen) days of receipt of invoice and shall be made in full without deductions (in particular, withholding taxes levies and Licensee bank charges shall be for the Licensee's account).
- 4.3.3. Payment Currency shall mean the currency per clause **Error! Reference source not found.** of the Commercial Terms
- 4.3.4. Payment Bank Account shall be stipulated on the invoice.
- 4.4. In the event that payment is not received before the 4th business day of the new period the Service may be immediately and automatically suspended at the Licensor's

discretion. The suspension of the Service shall not entitle the Licensee to terminate or refuse payment for the Services under this agreement.

- 4.5. Where the Payment Currency is United States Dollars Licensor reserves the right to change the Payment Currency to Euro, on written notice to the Licensee, if the Licensee makes payment from a jurisdiction that appears on any banking grey list requiring enhanced due diligence. For this clause -
- 4.5.1. The rate used to convert the fees referred to in the Commercial Terms from United States Dollars to Euro shall be the rate as published by xe.com on the date of the written notice.
- 4.5.2. Licensor will only request this change of Payment Currency if the Licensor is experiencing difficulties in receiving the payment because of corresponding bank issues for the receipt of the United States Dollars.
- 4.6. Licensor will not begin installation and customization of the service before:
- 4.6.1. Settlement of installation fees
- 4.6.2. Settlement of fees relating to customization fees beyond the provision of the Commercial Terms and agreed to by both parties in writing or by email within one week after the execution of this agreement.
- ### 5. GDPR
- 5.1. The parties acknowledge and agree that in providing the Services the Licensor may process Personal Data of Data Subjects on behalf of the Licensee and in so doing the Licensor acts as Data Processor and the Licensee acts as Data Controller.
- 5.2. In fulfilling its role as Data Processor, the Licensor agrees to be bound by the principals of the European Union's Regulation (EU) 2016/679 (the "General Data Protection Regulation" or "GDPR") and (Law 125(I) of 2018) adopted in Cyprus upon the implementation of GDPR.
- 5.3. Licensee acknowledges and agrees to the Licensor's use of Amazon Web Services ("AWS") as sub processor, to provide processing activities on Personal Data on behalf of the Licensor.
- 5.4. For the purpose of this clause -

5.4.1. Personal Data shall mean any information relating to an identified or identifiable natural person ("Data Subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

5.4.2. Data Controller shall mean the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by the European Union or Member State law, the Data Controller or the specific criteria for its nomination may be provided for by Union or Member State law; and

5.4.3. Data Processor shall mean a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

6. THE AUTOCHARTIST SOCIAL MEDIA SERVICE

- 6.1. Where the Licensee has subscribed for Social Media services in the Commercial Terms, the following provides an overview of the Autochartist Social Media Service
- 6.1.1. The Service enables the Licensee to automatically post Licensor content on Licensee's social media accounts.
- 6.1.2. Licensor content shall be generated using the Licensor's data.
- 6.1.3. The frequency of the postings and asset types detailed in the Commercial Terms.
- 6.1.4. Licensee can define the look and feel of the charts so that these are consistent with the Licensee's Corporate Identity and Licensee may choose to differentiate the different asset types in the social media feed by defining different chart stylings. This is available at no additional charge on the launch of the service. Any changes requested after the launch will be charged for on a quoted basis.
- 6.1.5. The Licensor charts are accompanied on the social media feed with a short description of the analysis. The header and full analysis description shall be posted on the landing page referred to in the Commercial Terms

- 6.1.6. The Licensee is expected to have its own Zapier account in which case the Licensor will not have access to Licensee's social media logins, instead the Licensor will set up the Zapier account and hand it over to the Licensee. The Licensee shall be responsible for the administration, management, and control of their Zapier account.
- 6.1.7. Once a post is published on Licensee's social media account, a person who clicks the post will be directed to a landing page.

6.2. Chart Look and Feel

- 6.2.1. The Licensee shall advise the Licensor as to the look and feel of the charts so that these are consistent with the Licensee's Corporate Identity
- 6.2.2. For the sake of clarity, the Licensee may elect a different chart styling for each of the asset classes detailed in the Commercial Terms.
- 6.2.3. The Licensee may request the Licensor to set up access in the Licensee's Zapier account. Once all the connections to the social media channels and CMS have been set up, and the cadence of posting has been programmed, the Licensee's Zapier account will be handed over to the Licensee's staff to administer and control. A short instruction on how to manage the service will be provided by the Licensor to the Licensee's staff.

7. LICENSEE SENDY MASS EMAIL SOLUTION

- 7.1. Licensor to pay for and configure a Sendy mass mail solution dedicated for the Licensee's use and distributing emails through Amazon SES infrastructure.
- 7.2. The Licensor will only be responsible for configuring the Sendy for the distribution of the Autochartist email services detailed in the Commercial Terms. This will include the creation of lists for each email type, language and time of day distribution.
- 7.3. The dedicated Sendy solution has web hooks and API access for the Licensee to update the segments / mail lists from its CRM, Zapier or other systems.
- 7.4. Should the Licensee wish to use the Sendy service for other email distributions these will need to be configured and managed by the Licensee and the Licensor will not provide Sendy user support. Sendy provides comprehensive support on their website (<https://sendy.co>).

- 7.5. There is, however, no restriction on the Licensee using the Sendy service as a mass mail solution for other emails. It is NOT restricted to the distribution of Autochartist content. However, the Licensee will only be entitled to use the Sendy mass mailing service for up to 5,000 (five thousand) email addresses. For every additional 5,000 (five thousand) email addresses, an additional charge of US\$100 (one hundred United States Dollars) per month will be added to the License Fee detailed in the Commercial Terms.

8. INTEGRATION MASS EMAIL SOLUTION

- 8.1. Licensor to deliver the HTML email templates for the email services detailed in the Commercial Terms into Licensee's mass email service provider (the "Email Integration")
- 8.2. Licensor undertaking to integrate assumes that the mass email service will comply with the Autochartist integration protocol. Where this is not the case there may be additional charges and/or delays in delivery of the service. These costs will be discussed and agreed with the Licensee before they are incurred.
- 8.3. Licensee is responsible for
- 8.3.1. the setup of campaigns, mail lists or any other configuration of the mass email service
- 8.3.2. the successful operation of analytics relating to the email sending (including but not limited to; open rates, click rates or any other analytics) from the mass mailer or Licensee's Marketing Automation Service
- 8.4. the multi-language encoding capabilities (the ability of the mass mailer to display and/or manage non-English character sets)
- 8.5. Set up of test List IDs / Audience IDs / Campaign IDs to include the email address kobus@autochartist.com for each of the language options to enable the Licensor to test the delivery of the email service.
- 8.6. Providing the Licensor with credentials for the mass mailer API.
- 8.7. Providing the Licensor with credentials for the mass mailer's user interface

9. RESTRICTIONS OF USE OF THE SERVICE BY LICENSEE

- 9.1. The use of the Service (including any API content) shall be restricted to the use of the Service only as specified in the

Commercial Terms. The Licensee is specifically not authorized to use the Service in any other way (including other mobile, desktop applications, messaging or social media protocols, Press Releases, or news releases.) without an appropriate license to do so from the Licensor.

10. INDEMNIFICATIONS; LIMITATION OF LIABILITY

- 10.1. Licensor shall defend, indemnify and hold harmless Licensee and its respective shareholders, directors, officers, employees and agents, against any and all third party claims, losses, costs, expenses or damages, including reasonable attorneys' fees, arising out of any breach of this Agreement (including but not limited to Licensor's representations and warranties) by Licensor except if such claim or loss is a result of an act or omission of the Licensee.
- 10.2. Licensor shall defend, indemnify, and hold harmless Licensee and its respective shareholders, directors, officers, employees and agents, against any and all third-party claims, losses, costs, expenses or damages, including reasonable attorneys' fees, arising out of any allegation of patent, copyright, trademark, trade secret or other intellectual property infringement of the Service.
- 10.2.1. In the event any such infringement, claim, or action is brought or threatened, Licensor may, at its sole option and expense: (a) procure for Licensee the right to continue use of the Service or infringing part thereof or (b) modify or amend the Service or infringing part thereof, or replace the Licensed Program or infringing part thereof with other software having substantially the same or better capabilities; or, if neither of the foregoing is commercially practicable using Licensor's best efforts; then Licensor may terminate this License Agreement and refund all unused fees.
- 10.3. In claiming any indemnification hereunder, the indemnified party shall promptly provide the indemnifying party with written notice of any claim, which the indemnified party believes falls within the scope of the foregoing paragraphs. A party's failure to give prompt written notice shall relieve the indemnifying party of its obligations hereunder, but only to the extent that such failure to give notice prejudices the indemnifying party's ability to defend such claim. Where the laws of the country where the action is initiated permits, the indemnifying party thereafter shall have sole control of the defense of any such claim (with counsel reasonably satisfactory to the indemnified party) and all negotiations for

- settlement; provided, however, that the indemnified party may, at its own expense, assist in the defense if it so chooses, provided that the indemnifying party shall control such defense and all negotiations relative to the settlement of any such claim and, further provided, that any settlement intended to bind the indemnified party in any way other than the payment of a financial settlement within the scope of the indemnity shall not be final without the indemnified party's written consent, which shall not be unreasonably withheld. The indemnified party will provide the indemnifying party with all reasonably necessary assistance, information, and authority to perform the foregoing, all at the indemnifying party's expense.
- 10.4. Except as set forth in Sections 10.1 and 10.2, the liability of the Licensor for non-availability of the Service as well as all damages suffered by the Licensee, whether direct or indirect, as a result of any downtime of the Service, will be limited to the Licensor rectifying the problem as soon as practicably possible, and free of charge, in accordance with the representations, warranties and guarantees stipulated in Section 11 of this Agreement. Notwithstanding the foregoing, in the event the Service is unavailable to Licensee for 5 days, Licensor shall rebate to Licensee the prorated monthly License fee for each day the Service is unavailable.
- 10.5. Notwithstanding the foregoing, Licensor shall not be liable for any delay, failure, breakdown, damage, or injury caused by:
- 10.5.1. malicious users that gain unauthorized access to the Service, not due to an act or omission of the Licensor; or
 - 10.5.2. software or programs of the Service modified by the Licensee or any third party on its behalf not authorized to do so by Licensor or by the terms of the Agreement; or
 - 10.5.3. the actions or requirements of any telecommunications authority or a supplier of telecommunications services or software; or
 - 10.5.4. any data provider; or
 - 10.5.5. any infrastructure provider, or
 - 10.5.6. any event reasonably beyond the control of the Licensor.
- 10.6. Except for indemnification obligations under Section 10.3, in no event shall the Licensor be liable to the Licensee for loss of profits or for incidental, special, or consequential damages arising out of or in connection with this Agreement.
- 11. GUARANTEES, REPRESENTATIONS, WARRANTIES AND COVENANTS**
- 11.1. The Licensor will have systems in place that constantly monitor the availability of the Service.
- 11.2. The Licensor will provide the Licensee with 24-hour contact numbers of at least one individual who will be available and to whom the Licensee can report any malfunctioning or non-availability of the Service.
- 11.3. Licensor represents and warrants: (i) that it has the power and the authority to enter into this Agreement and to grant the rights granted to Licensee herein; (ii) that it has all necessary rights to grant to Licensee and its subsidiaries the rights in the Service; (iii) that it will comply with all applicable laws, rules and regulations in performing its obligations set forth in this Agreement; (iv) Licensor will maintain an adequate staff to maintain the Service; and (v) the execution and performance of this Agreement does not violate, breach, or infringe any other agreement, instrument of organization, order, or other instrument by which Licensor is bound.
- 11.4. Licensee represents and warrants: (i) that it has the power and the authority to enter into this Agreement; (ii) that it will comply with all applicable laws, rules and regulations in performing its obligations set forth in this Agreement; and (iii) the execution and performance of this Agreement does not violate, breach, or infringe any other agreement, instrument of organization, order, or other instrument by which Licensee is bound.
- 11.5. Licensor represents and warrants that the Service does not and will not contain any virus, Trojan horse, worm, or other software routines or hardware components designed to permit unauthorized access; to erase, or otherwise harm software, hardware, or data; or to perform any similar actions.
- 11.6. Licensor warrants that (i) the Service will operate in all material respects in conformity with Licensor's published specification; (ii) the Service shall be free of all material defects; and (iii) the Service shall be made available during market hours to users of the Applications set forth in the Commercial Terms.
- 11.7. The Licensor warrants that the Service does not infringe upon or violate any copyrights, patents, trademarks, intellectual or other proprietary rights of any third party.
- 11.8. In the event of a claim under Section 11.5, the Licensor shall not have any liability for that claim, if that claim is because of:
- 11.8.1. Inappropriate use or Denial-of-Service (DoS) attacks by any users that have gained access to the Service by manipulating the Licensee's Access Control Mechanism.
 - 11.8.2. neglect by Licensee of the reasonable operating procedure prescribed by Licensor; or
 - 11.8.3. failure of electrical power not due to the action or inaction of Licensor.
- 11.9. Licensor will maintain and provide access upon Licensee's request to any such Licensor documents and other information that Licensee may require under any government or self-regulatory agency, or pursuant to any applicable law, rule, or regulation.
- 12. INTELLECTUAL PROPERTY RIGHTS AND SALE OF OTHER SERVICES**
- 12.1. The Licensee acknowledges that any and all of the Intellectual Property Rights used or embodied in or in connection with the Service are and will remain the sole property of the Licensor.
- 12.2. The Licensee acknowledges that any improvements or modifications that may be made and incorporated in the Service are the property of the Licensor.
- 12.3. The Licensee shall not question or dispute the ownership of the Intellectual Property Rights at any time during the continuation in force of the Agreement or thereafter.
- 12.4. Nothing in this agreement shall prevent the Licensor from marketing and selling research and analytical services ("Sold Services") to end users of the Service.
- 13. BREACH AND TERMINATION**
- 13.1. Subject to the other provisions of this Agreement dealing with breach and termination should either of the Parties breach any stipulation contained in the Agreement, and that breach is not due to force majeure, then the suffering party may in addition to any other remedy which it may have in law or equity:
- 13.1.1. terminate the Agreement; provided that the party to the Agreement who breached its obligations in terms thereof fails to remedy such breach within 14 (fourteen) calendar days after receiving a Notice from the other party to the Agreement, on expiry of this period provided further that in the event that the breach is one which in the normal course cannot reasonably be remedied within such period, the period of notice shall be a reasonable period; provided further that the suffering party confirms this termination, by way of a

Notice to the other party; and further provided, that upon written Notice from the suffering Party to the other Party this Agreement may be terminated immediately upon a breach of Section 16 by the other Party; or

13.1.2. the Licensor shall have the right to disable the Service should the Licensee breach its obligations under this Agreement, if Licensee fails to remedy such breach within 14 (fourteen) calendar days after receiving a Notice from Licensor, provided that the Notice also indicates that Licensor will disable the Service if such breach is not cured, and further provided that if the breach is one which in the normal course cannot be remedied within such period, the period of notice shall be a reasonable period.

13.2. Notwithstanding the provisions of the termination clauses, Sections 5 and 16 shall survive the termination or cancellation of this agreement.

13.3. Licensee may terminate this Agreement immediately in the event of a breach of Section 11, provided Licensee has given Licensor a Notice of such breach ("First Notice") and such breach is not cured within 5 (five) days. Licensee may also terminate this Agreement immediately upon Notice to Licensor if Licensee has sent two First Notices in any three-month period, notwithstanding whether the breach set forth in the First Notices were cured.

13.4. Upon termination of this Agreement, Licensor shall refund pro-rata to Licensee all unused License Fees.

14. INTERPRETATION

14.1. The clause headings in this agreement have been inserted for convenience only and will not be taken into consideration in the interpretation of this agreement.

14.2. Any reference in this agreement to the singular includes the plural and vice versa.

14.3. Any reference in this agreement to natural persons includes legal persons and references to any gender include references to the other genders and vice versa.

15. VALIDITY

If any provision of this Agreement is found or held to be invalid or unenforceable, the validity and enforceability of all the other provisions of this Agreement will not be affected thereby.

16. CONFIDENTIALITY

16.1. The Parties shall hold in confidence all Confidential Information received from each other and not divulge the Confidential Information to any person, including any of its employees, save for employees who need to know and its professional advisors, suppliers, partners, and affiliates.

16.2. The Parties shall prevent disclosure of the Confidential Information, except as may be required by or appropriate under applicable law, rule or regulation or that is disclosed in the course of litigation between the parties.

16.3. Within 30 (thirty) days after the termination of this Agreement, for whatever reason, the recipient of Confidential Information shall return same or at the discretion of the original owner thereof, destroy such Confidential Information, and shall not retain copies, samples or excerpts thereof, provided that a Party shall not be obligated to return or destroy Confidential Information to the extent otherwise required by (A) any law, regulation, rule or practice governing licensed or registered entities, professions or a party's legal status, (B) any internal compliance policy or procedure of the Party or its subsidiaries, or (C) any internal policy or procedure relating to the safeguarding or backup storage of electronic data, provided that the confidentiality provisions of this Agreement shall continue to apply to any Confidential Information retained by a Party in accordance with this Section 16.3.

16.4. It is recorded that the following information will, for the purpose of this Agreement, not be Confidential Information:

16.4.1. information known to either of the Parties prior to the date that it was received from the other party; or

16.4.2. information known to the public or generally available to the public prior to the date that it was disclosed by either of the Parties to the other; or

16.4.3. information which becomes known to the public or becomes generally available to the public after the date that it was disclosed by either of the Parties to the other, through no act or failure to act on the part of the recipient of such Information; or

16.4.4. information which either of the Parties, in writing, authorizes the other to disclose.

17. RELATIONSHIP

This Agreement does not constitute either of the Parties an agent or legal representative of the other for any purposes whatsoever and neither of the Parties shall be entitled to act on behalf of, or to represent the other unless duly authorized thereto in writing.

18. DISPUTE RESOLUTION

18.1. If the Parties are unable to resolve any dispute resulting from this Agreement by means of joint co-operation or discussion between the individuals directly involved with the execution of this Agreement, within one week after a dispute arises or such extended time period as the Parties may in writing allow, then such a dispute shall be submitted to the most senior executives of the Parties who shall endeavor to resolve this dispute, within 5 (five) calendar days after it having been referred to them.

18.2. Should the dispute not be resolved in the aforesaid manner, then either party may proceed with litigation in accordance with Section 28.

19. DOMICILIUM

19.1. Licensor's domicile address (domicilium citandi et executandi) at 5 Andrea Patsalides Street, Office 303, Engomi 2408 Nicosia, CYPRUS

19.2. Licensee's domicile address (domicilium citandi et executandi) is specified in the Commercial Terms.

19.3. Either of the Parties may change its domicilium citandi et executandi to another address within the same country, by way of a notice to the other party to this Agreement, provided that such a notice is received by the addressee, at least 7 (seven) calendar days prior to such a change taking effect.

20. NOTICES

The Parties elect the following addresses at which all notices and other communications must be delivered for the purposes of this Agreement:

20.1. Licensor:

20.1.1. by hand at 5 Andrea Patsalides Street, Office 303, Engomi 2408 Nicosia, CYPRUS, marked for the attention of The Directors.

20.1.2. by email to: legal@autochartist.com marked for the attention of The Directors.

20.2. Licensee:

20.2.1. as specified in the Commercial Terms of this agreement.

20.3. Any notice or communication required or permitted to be given in terms of this Agreement shall only be valid and effective if it is in writing.

20.4. Any notice addressed to either of the Parties as set forth herein and delivered by hand at its chosen address on any day of the week between 09h00 and 17h00 in the time zone of the recipient, excluding Saturdays, Sundays, and public holidays, shall be deemed to have been received on the day of delivery.

20.5. Any notice sent by email or telefax to either of the Parties at its email or telefax number shall be deemed, unless the contrary is proved, to have been received within 2 (two) days of transmission.

21. FORCE MAJEURE

21.1. Neither of the Parties shall be liable for a failure to perform any of its obligations insofar as it proves:

21.1.1. that the failure was due to an impediment beyond its control.

21.1.2. that it could not reasonably be expected to have taken the impediment and its effects upon the Party's ability to perform into account at the time of the conclusion of this Agreement; and

21.1.3. that it could not reasonably have avoided or overcome the impediment or at least its effects.

21.2. An impediment, as aforesaid, may result from events such as the following, this enumeration not being exhaustive:

21.2.1. war, whether declared or not, civil war, civil violence, riots and revolutions, acts of sabotage;

21.2.2. natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning;

21.2.3. explosions, fires, destruction of machines, factories and any kind of installations;

21.2.4. boycotts, strikes and lock-outs of all kinds, go-slows, occupation of factories and premises and work stoppages;

21.2.5. acts of authority, whether lawful or unlawful, apart from acts from which the party seeking relief has assumed the risk by virtue of any other provisions of this Agreement.

21.3. For the purposes of this clause "impediment" does not include, in itself, lack of authorizations, licenses, permits or approvals necessary for the performance of this Agreement and to be issued by the appropriate public authority.

21.4. Relief from liability for non-performance by reason of the provisions of this clause shall commence on the date upon which the party seeking relief gives Notice of the impediment relied upon and shall terminate upon the date upon which such impediment ceases to exist; provided that if such impediment continues for a period of more than thirty (30) days either of the Parties shall be entitled to terminate this Agreement.; and further provided, that Licensee shall not be responsible for any License Fees for any period in which the Service is not available or not functioning properly due to any such impediment.

22. ENTIRE AGREEMENT AND VARIATIONS

22.1. This Agreement constitutes the whole agreement between the Parties and supersedes all prior verbal or written agreements or understandings or representations by or between the Parties regarding the subject matter of this Agreement, and the Parties will not be entitled to rely, in any dispute regarding this Agreement, on any terms, conditions or representations not expressly contained in this Agreement.

22.2. No variation of or addition to this Agreement will be of any force or effect unless reduced to writing and signed by or on behalf of the Parties.

22.3. Neither party to this Agreement has given any warranty or made any representation to the other party, other than any warranty or representation which may be expressly set out in this agreement.

23. ASSIGNMENT, CESSION AND DELEGATION

23.1. Neither party shall be entitled to assign, cede, delegate or transfer any rights, obligations, share or interest acquired in terms of this Agreement, in whole or in part, to any other party or person without the prior written consent of the other Party, provided however that either party may assign this Agreement without such consent in connection with a merger, corporate reorganization, sale of all or substantially all of its assets and Licensee may assign this Agreement to any of its affiliates.

Subject to the preceding sentence, the rights and liabilities of the parties hereto shall bind and inure to the benefit of their respective assignees and successors and is binding on the Parties and their successors and assignees.

24. RELAXATION

24.1. No indulgence, leniency or extension of a right, which either of the Parties may have in terms of this agreement, and which either party ("the grantor") may grant or show to the other party, shall in any way prejudice the grantor, or preclude the grantor from exercising any of the rights that it has derived from this Agreement, or be construed as a waiver by the grantor of that right.

25. WAIVER

25.1. No waiver on the part of either party to this Agreement of any rights arising from a breach of any provision of this Agreement will constitute a waiver of rights in respect of any subsequent breach of the same or any other provision.

26. SEVERABILITY

26.1. If any of the terms of this Agreement are found to be invalid, unlawful, or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

27. DRAFTING COSTS

27.1. Each of the Parties shall bear its own cost incurred in the negotiation, drafting and finalizations of this Agreement, which shall include but not be limited to all legal fees.

28. GOVERNING LAW; VENUE

28.1. As specified in the Commercial Terms