

PARTNER AGREEMENT

1. GENERAL PROVISIONS

This Agreement is made between **The Circle LLC** that is a company incorporated in Suite 305, Griffith Corporate Centre, Beachmont, and Kingstown, St. Vincent and the Grenadines, hereinafter mentioned as the Company, and a party, hereinafter mentioned as the Partner, either an individual or a company, that holds a partner account at the Company.

2. PREAMBLE, TERMS AND INTERPRETATION

2.1. **Whereas** the Company and the Partner undertake coordinated obligations directly connected with attraction of clients for performing trade operations with a digital cryptographic token ("FCC Token ") in accordance with the General Terms and Conditions of Sale and Exchange of FCC Token set forth in The Circle Token Sale Agreement.

Banner is a graphical ad block with a hyperlink to the Company's website placed by the Partner on different Web resources with the purpose to attract new clients.

Company is The Circle LLC.

Members Area is the Partner's personal page at the Company's website.

Partner is an individual or a legal entity who is attracting new clients to the Company and acting pursuant to this Agreement on behalf of the Company.

Promotion Campaign is the Company's activities to form or keep up the interest of clients to the Company.

Redirect is an automatic redirection of a user from the web page he is on to other web page or website.

Referral Link is a link to the Company's website, which contains the Partner's Ref code and is placed by the Partner with the purpose to attract clients. A static link should be in the HTML-code of the website and have class-"Ref code" attribute. Links, which are generated on the web page dynamically with the help of JavaScript, Flash, or similar technologies, do not meet the definition of a static link.

Company's Website is official websites of the Company www.thecircle.business.

Ref code is the Partner's unique identification code provided by the Company to register clients attracted

by the Partner.

2.2. In order to certify the above, the Parties have decided to conclude this Agreement, in the following terms and in compliance with the following conditions, which constitute the law of the Parties, freely negotiated and expressly assumed. The Parties shall comply with provisions of this Agreement, except as otherwise provided in additional agreements.

3. TYPES OF PROGRAMS

3.1. To register as a Partner, an individual has to fill in the registration form at the Company's Members Area at www.thecircle.business.

3.2. After the registration confirmation, the Partner will be assigned to a Ref code.

4. INTERACTION OF THE PARTIES

4.1. A client shall be considered attracted by the Partner provided he has registered as the Company's client for the first time taking into account compliance with one of the following conditions:

4.1.1. A client shall specify his Partner's Ref code when registering a trading account.

4.1.2. A client reached the Company's website through a banner or a specified referral link listed on the Partner's Web resource.

4.2. The Company reserves the right to register a client as attracted by the Partner given that the Partner is able to provide evidence of the client's involvement.

4.3. In case a client is acknowledged to be attracted by the Partner, all trading accounts opened by this client in the future will be automatically included in the Partner's group, unless when opening new account the client specifies a Ref code, which differs from the Partner's Ref code.

4.4. In case a client, who is included in the Partner's group, specifies a Ref code, which differs from the Partner's Ref code, all trading accounts opened by this client in the future without specifying the Partner's Ref code will not be included in the Partner's group.

4.5. In case a client visits the Company's website using a link from any advertisement posted in Search Engine systems (Google Adwords, AdChoices, Bing Ads, etc.), Ref code stored in a cookies file of a client's browser is deleted.

4.6. The Company has the right to organize promotional campaigns for its clients. No accounts opened by a client without specifying Ref code after the promotional campaign, will be included in the Partner's group.

4.7. The Partner cannot be a client of the Partner. If there is any coincidence of the Partner's data and a client's data (such as passport data, address, telephone, e-mail, ip address, payment details etc.), the client's accounts shall be excluded from the Partner's group along with the cancellation of the credited partners commission. The commission credited for such accounts before they were acknowledged as Partner's group ones cannot be withdrawn from the Partner's trading or partner accounts and will be cancelled.

5. THE PARTNER'S RIGHTS AND RESPONSIBILITIES

5.1. The Partner is fully responsible for the legal compliance of his activity and also shall:

5.1.1. Follow all articles of this Agreement.

5.1.2. Inform new clients about the scope of activity and services of the Company, about competitive advantage of the Company, as well as all necessary information, including addresses and contact details of the Company.

5.1.3. Introduce new clients with the official Company site www.thecircle.business and with its structure, to refer to the documents and information arranged at this site, to comment on and explain it.

5.1.4. Inform the Company immediately about any external interference in his activity.

5.1.5. Inform the Company about any known circumstances, which may affect or prevent him from fulfilling their obligations under this Agreement or involve any risks for the Company.

5.1.6. In his activity, obey the laws of his resident country or the country, where his promotional campaigns for attracting clients are taking place.

5.1.7. In response to the Company's inquiry, provide a detailed report about the fulfillment of his obligations under this Agreement and on the progress and results of services rendered by the Partner.

5.1.8. The Partner shall keep current the information about the Company and its services posted on its website. If unreliable or irrelevant information has been posted on the Partner's website, the Company is entitled to ask the Partner to remove or update website information, whereas the Partner is obliged to fulfill the requirement within seven days of the Company's request.

5.2. The Partner is not allowed to:

5.2.1. Without the Company's approval use the Company's site design and any of its elements besides the Company's logo, including full or partial copying.

5.2.2. Enter into monetary relations with the clients (including but not limited to cash assets, cash cards

and bank cards receiving, etc.).

5.2.3. Use trademarks, service marks, other intellectual activity products, the sole rights to which are possessed by the Company, without the Company's preliminary written consent.

5.2.4. Attract Clients with the help of inadmissible means and methods, such as: fraud, deception, provision of insufficient information about risks involved in investments into financial instruments, and other illegal actions.

5.2.5. Use any types of improper advertising for promotion of his activity, particularly it is forbidden to use:

- a) immoral (including pornographic) sites advertising;
- b) advertising with deliberate misrepresentation of the offered services description, as well as deliberate nondisclosure from Clients of risks and information on services to be offered;
- c) all other types of improper advertising.

5.2.6. When registering a company or a domain, creating own products, or providing own services, the Partners has no right to use any names or titles, which are similar (in spelling or pronunciation) to the Company's name, its website, as well as its products and services.

5.3. The Partner has the right to plan and organize marketing and advertising campaigns independently after coordination with the Company.

5.4. In order to attract clients the Partner has the right to use banners with the Company's logo, referral links available in Partner's Members Area.

6. THE COMPANY'S RIGHTS AND RESPONSIBILITIES

6.1. The Company's rights:

6.1.1. The Company has the right to control the Partner's activity concerning implementation of the Partner's functions and responsibilities under this Agreement.

6.1.2. The Company has the right to request a detailed report on discharge of the Partner's obligations under this Agreement and on the progress and results of services offered by the Partner.

6.1.3. The Company has the right to change the type and the amount of Partner program and commission in case the Partner fails to fulfill the conditions of this Agreement.

6.1.4. The Company reserves the right to cancel this Agreement unilaterally, in extrajudicial procedure.

6.1.5. The Company has the right to amend this Agreement, as well as change the amount of partner

commission, the notice about that is to be sent to the Partner by the terminal's inner messages, email, posting or by an announcement located at the Company's site at the address www.thecircle.business, 3 business days before amendments come into effect.

6.1.6. In case of any actions, which are against the Company's interests, or may have a negative influence on the Company's reputation of activity, or may be the reason to doubt the Partner's work ethics, the Company has the right to terminate this Agreement unilaterally.

6.1.7. The company may require the Partner to identify themselves (pass the complete verification procedure) through the provision of identification documents of the Partner, as well as confirming his actual place of residence.

6.1.8. The Company has the right to provide partners with special terms and conditions, which are different from those described in this Agreement, only upon receiving the partner's written consent sent via Live Support in their Members Area.

6.2. The Company's responsibilities:

6.2.1. The Company takes responsibility to open invest accounts for Clients attracted by the Partner at the Company on a common basis under the Client Agreement, with special conditions set forth in this Agreement.

6.2.2. The Company takes responsibility to keep the Partner informed of all amendments to the Partner Agreement by means of the Company's website at the following address: www.thecircle.business.

6.2.3. The Company takes responsibility to pay the Partner a partner commission in amount of 3% of each and all investments made by a Client in the Company's products.

6.3. The Company shall in no way incur liability for:

6.3.1. Any Partner's actions beyond the limits of powers provided by the Company.

6.3.2. Any damage caused by the Partner to any third persons.

6.4. The Company has the right to unilaterally change the terms of payments of the Partner's commission.

6.5. In case of a disputable situation for the commission that was paid, the Company reserves the right to cancel the arrangements for this situation.

6.6. The parties independently and on their own initiative fulfill their tax and other obligations in relation to third parties.

7. PROCEDURE FOR PROCESSING WITHDRAWAL REQUESTS

7.1. When processing a withdrawal request from the Partner account, the Company shall use its internal currency rates as of the time of request processing.

7.2. Withdrawal and transfer of funds from a Partner account is available only after the complete verification of the Partner.

7.3. The Partner who passed full verification shall be entitled to withdraw funds in any payment system available in the section "Withdrawal" of his Members Area.

7.4. When withdrawing funds from the Partner account, the Partner is charged with all costs for funds transfer.

7.5. The Partner bears full responsibility for the adequacy of all the information set out in his application for the funds withdrawal.

7.6. The withdrawal of funds from the Partner account is accomplished within 2 business days from the time a relevant application for the withdrawal of such funds has been confirmed in the Members Area.

7.7. In case the payment system stops operating for some time, the Company has the right to postpone the date of withdrawal until the payment system resumes working.

7.8. The Company undertakes to take any and all expedient actions to preclude any illegal financial operations and money laundering with the employment of the Company's resources.

7.9. The Company may postpone crediting the Partner commission to the Partner's account in case of absence of identification of their attracted clients. In this case, attracted clients have to identify themselves (pass the complete verification procedure) through the provision of identification documents, as well as confirming their actual place of residence and payment requisites (if necessary). The Partner commission which hasn't been paid for such attracted clients during this period, will be paid after their successful identification.

8. SETTLEMENT OF CLAIMS AND DISPUTES

8.1. In case there is any dispute arising out of or in connection with fulfillment of this Agreement, the Parties shall do their best to settle such situations by means of negotiations.

8.2. In any case, before an action can be instituted in the court, the Parties shall undertake to respect the mandatory claimant's procedure. The claim shall be delivered by the claimant Party within five days from the time this Party knew or should have known of the fact that its rights were violated.

8.3. Claims in respect of lost profit shall not be considered.

8.4.The Partner's claim shall be considered within no more than ten business days.

8.5.Should the disputable case be not described thereby, the Company will pronounce judgment as it finds fit, according to the judicial practice.

9.FORCE MAJEURE

9.1.Neither Party shall be liable for full or partial non-execution of any obligations if such non- execution results from the contingencies as below (flood, fire, earthquake and other elements, and also wars and military actions of any kind, blockade, decrees issued by governmental authorities and other emergencies and unavoidable circumstances beyond the Parties' control).

9.2.The Party for whom it has become impossible to fulfill its obligations shall inform the other Party in writing of the circumstances as above (occurrence, expected duration and termination) without any delay, but within 5 banking days at the latest from their occurrence and termination.

9.3.Should the Parties be not in a position to fulfill their obligations fully or partially for more than 3 months, this Agreement shall automatically be cancelled.

10.FINAL PROVISIONS

10.1.The following means of communications shall be used by the Company to contact the Partner:
· e-mail; · telephone; · posting; · other electronic means of communication provided by the Company.

10.2.The Partner agrees that the Partner's contact details, e.g. address, e-mail, etc. provided by the Partner for registration purpose will be used by the Company when sending letters and/or other information to the Partner.

10.3.The Partner Agreement is considered accepted if an individual registers as a Partner and receives a unique Ref code.

10.4.Place of the Agreement is agreed to be the registered location of the Company.

10.5.The official language of all documents of the Company is English. Translations of documents into other languages are provided for informative purposes only.