Zebpay Retail Market Maker Program- Terms & Conditions

Awlencan Innovations Malta Ltd [C-88318], a Maltese Registered Company with Office Address situated at: 48, Triq Stella Maris, Sliema, SLM 1765, Malta (hereinafter for the sake of brevity referred to as (Zebpay). Zebpay is organizing "Retail Market Maker Program" ("Program") open to all the registered users having an active account with Zebpay ("Participant").

These terms and conditions shall apply to all the Participant(s) enrolling in the Program. By accessing the Zebpay platform to participate in the Program, you confirm that you accept these Terms & Conditions and that you agree to fully comply with them and any addition to thereof. By filling and submitting your application to Zebpay, you further grant your consent to Zebpay to contact you.

You are also bound by the Terms of Use, Privacy Policy, and other terms available at https://www.zebpay.com/global/terms-of-use, https://www.zebpay.com/global/terms-of-use, https://www.zebpay.com/global/terms-of-use, https://www.zebpay.com/global/terms-of-use, https://www.zebpay.com/global/terms-of-use, https://www.zebpay.com/global/cookie-policy, https://www.zebpay.com/global/cookie-policy, https://www.zebpay.com/global/cookie-policy, https://www.zebpay.com/global/aml-policy, https://www.zebpay.com/global/aml-policy))

These terms, rules and eligibility are incorporated herein for participating in the Program. Words capitalized and not defined hereunder shall have the meaning ascribed to them under the "Zebpay policies" referred above.

1. Eligibility:

- I. Acceptance of terms and conditions under the Program and Zebpay policies.
- II. Participants and users from Zebpay supported countries (Please see list of support countries at <u>https://www.zebpay.com/supported-countries</u>) shall be allowed to enrol in Retailer Market Maker Program.
- III. Selected participants and users will have to create an account with Zebpay and complete the KYC process in accordance with our standard KYC process available on our website <u>https://www.zebpay.com/</u>. For avoidance of any doubt, Zebpay reserves the rights to approve or reject any application submitted by the participants or users for this Program.

- IV. Participant who has applied hereby grants Zebpay or any of its third-party vendors to communicate with them by email / phone / messenger / etc in relation to their participation in the Program.
- V. At all times a participant shall be a user of Zebpay having an active account.
- VI. A Participant shall be an expert trader and shall provide declaration of experience and expertise in trading to Zebpay as and when requested.
- VII. The Participant shall not be an employee of Zebpay, employees' relative or an officer, Board member, independent contractor, or person in a special relationship with Zebpay, such as its auditors, consultants, and outside counsel.
- VIII. Zebpay holds the right to remove a participant from the program at any given time with due notice.

2. Program Period: The program will be effective from 1 May, 2019, 00.00 UTC (Coordinated Universal Time) to 31 May, 2019, 00.00 UTC (Coordinated Universal Time). However, Zebpay at its sole discretion may alter or cancel the program at any time and shall update these terms and conditions accordingly. Users are advised to check updated terms from time to time.

3. Program- Rules & Rewards:

- Participants will get 0.01% rebate on monthly trading volumes for May 2019. This rate would be updated on a monthly basis and is published by Zebpay on the landing page before each calendar month for the coming month.
- The maximum limit paid under this assured earnings component is EURO 250. This limit may also be revised on a monthly basis as published by Zebpay.
- Minimum volume has to be €250,000 per month for each participant, where not more than 15% of the monthly trading volume can be on the same day.
- Both Maker & Taker volumes by participant will be considered for this assured reward component.
- Users accepted into the program can compete for the term of the program and for subsequent extensions. However Zebpay reserves the right to give to disallow them from participating further with prior intimation.

Referral Component

• Increase your chances of winning monthly bonuses in the Retail Market Maker Program the following month by referring your friends to use Zebpay.

- Only those referred users who have completed their first deposit (10 EURO minimum) will be considered.
- Each referral adds to the participant's considered volume as per the table below

Users Referred	Volume Addition
1-10	0.5% per user (for all qualifying referred users)
11-20	1.5% per user (for all qualifying referred users)
21 and above	2% per user (for all qualifying referred users)

Eg: Volume Addition Per Referral

Notwithstanding anything contrary contained herein, Zebpay reserves the rights to disqualify or disallow any participants/trade/transaction if Zebpay has reasonable grounds to believe that particular participant/trade/transaction falls under the purview of "wash trading" or done for the purpose of feeding false or misleading information to the market. Further, Zebpay's decision in this regard shall be final and binding.

4. Rewards: The reward is non-transferable, non-negotiable, and final. Zebpay reserves the right to change or substitute the reward in any manner and /or at any time, in any manner of its choosing and reserves the right to withhold the reward, at its sole and absolute discretion, and shall not be liable in any manner whatsoever regarding the same.

5. Release: Each Participant hereby releases and discharges Zebpay from any and all claims and/or cause of action, known or unknown, arising from or relating to the reward and/or their participation in the program.

6. Disqualification: Zebpay reserves the right to disqualify any participant on the grounds of any unfair trading practices (as per Zebpay's satisfaction), fudging trade volume by collusion or any other unfair means, disseminating false information, breach of any terms herein, breach of any terms of Zebpay policies available at website: <u>zebpay.com</u>.

7. Promotional Event: You acknowledge that the Zebpay Retail Market Maker Program is only an event for promoting trading on its app and participation in the program is completely optional. Participation does not confer any rights or privileges, whether contractual or otherwise, on you. It is clarified that participation in this program does not constitute an offer or an invitation to an offer, nor in any way does your participation in this program constitute a legally binding contract. Zebpay at its own discretion reserves the full right to withdraw and/or alter any of the Terms at any time, without prior notice.

8. Taxes: Zebpay shall not be responsible for any tax liability on the participant(s) that may be imposed on the reward to winners under applicable law. The Participant shall bear all responsibility of payments of all taxes towards their rewards. Zebpay in no manner shall provide any tax guidance or advice on this matter to any Participant and the Participant may engage independent consultants/advisors to seek any advice in this regard in their sole discretion.

9. Dispute: In the event of any dispute regarding the Terms and conditions, rules, conduct, results and all other matters relating to the program, the decision of Zebpay shall be final and binding.

10. Disclaimer:

i. Trading in virtual financial assets is subject to market, technical and legal risks. Prices of virtual financial assets on Zebpay app may differ from other exchanges due to local demand and supply. Please note that Zebpay does not regulate the prices of virtual financial assets. Zebpay doesn't guarantee any returns or profits by trading in virtual financial asset. Participant(s) shall use Zebpay services to participate in the program or to trade in the crypto/ virtual financial asset at their own risk and discretion.

ii. Notwithstanding anything contrary contained herein, Zebpay reserves the right to amend the terms and conditions of the program at any point of time without serving any notice whatsoever to anyone.

iii. Zebpay assumes no liability whatever under any law (s) regarding this program.