



AIVIA WEALTHTECH, INC
TRADERS AIVIA PLATFORM AGREEMENT
Updated July 07, 2021

Terms and their meaning:

"AIVIA, Company or Us" - (hereinafter referred to as "AIVIA" or "Company") AIVIA WEALTHTECH, INC. Is a corporation registered in Republic of Seychelles.

"AIVIA PLATFORM Traders Terms and Conditions" refers to the Risk Disclosure Statement, Privacy Policy, Terms of Use of the AIVIA.IO site, Cookie Policy and this Agreement Terms and Conditions collectively.

AIVIA Platform - a website owned and operated by AIVIA such as <https://aivia.io> and any subdomains and other Internet pages connected through this page to access services, benefits, privileges, software and applications for our users .

AIVIA Subscriber and Account is an individual who creates an account and has passed registration and verification as an follower or trader on the AIVIA platform.

Purchaser, Consumer, Buyer, follower, Trader, subscriber all are hereinafter referred to as User - an individual who has made a payment for the right to use the Company's software assembled into different bundles as a User (only individuals can be subscribers or users). The right to use terminates only if this agreement is terminated at the initiative of one of the Parties - the User or the Company. User must meet all the terms and conditions in order to use the Software of the Company

Application to Become a User or Subscriber - filling out an electronic application as a candidate to become a user or a subscriber. Applications are considered and approved or rejected by the Company. Application contains disclosures, declarations, and statements by User.

Trader - is a subscriber and user of the platform, a person who trades crypto currency or any other crypto assets on crypto exchanges with the intent to make a profit.

Follower - is a person who is a platform user who seeks to increase asset holdings through AIVIA copy trading technology by linking to the Trading strategy of a Trader or a trading robots.

Payment of Traders Success Fee - on the last day of the month, each user receives an invoice for the trader Success Fee, according to the specified percentage when linking to a trader. Payment must be made within 72 hours after the invoice issued to the wallet number and in the cryptocurrency indicated in the invoice. If payment is not received within 120 hours (5 calendar days) by the Trader, AIVIA will deactivate User's account and block the access to Traders and Trading bots, all open orders in your

crypto exchange accounts will be closed at the current market price at the time of suspension, you will be disconnected from all Traders and Trading bots, and will be unable to participate in the AIVIA referral program and withdraw any earnings from this program. In addition, the User will be assessed with the fines as follows: 120 hours (5 calendar days) is a grace period. Every following calendar day fine will be 10 % per diem based on the amount of the invoice for the next 10 calendar days. If in 15 days the entire invoice including fines has not been paid, AIVIA will attempt to collect the debt owed to the Trader by employing all available methods in order to have an invoice paid in full.

Traders Compensation Fee Structure will be chosen by the Followers

Option # 1: Traders will charge Followers 25 % success fee. The trader will be responsible 5% Technology fee. The trader will retain a total Total of 20%. 5% will be billed as a platform Technology Fee.

Option # 2. Traders will charge Followers total 1 % of the entire amount of the balance as an Asset Management Fee. The trader will retain a total Total of 0.8%. 0.2% will be billed as a platform Technology Fee

The Platform Technology Fee. Traders are responsible for the payment of the Technology fee for the use of AIVIA platform is 5% of monthly success fee or 0.2% of the entire balance of the Assets Management Fee base on the compensation fee structure chosen by the Follower.

AIVIA Billing AIVIA has automated billing function that enables Traders to issue an invoice. Trader is responsible for paying Aivia Platform technology fee.

Trader can set any additional billing conditions and fees when creating a project on the platform Trader's Mode.

Trader's Instructions and Authorization regarding Technology Fee. AIVIA IS HEREBY IRREVOCABLY AUTHORIZED AND INSTRUCTED to deduct 5% of the success fee or 0.2% of the Assets Management Fee from the total amount of the monthly billing cycle from the trader's proceeds

AIVIA is obligated to maintain non-disclosure of Traders' Confidential Information.

“Confidential Information” means any data or information that is proprietary to the Trader and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by AIVIA or its Representatives (as defined herein), whenever and however disclosed, including, but not limited to:

- (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies;
- (ii) plans for products or services, and customer or supplier lists;
- (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets;
- (v) any other information that should reasonably be recognized as confidential information of the Trader; and
- (vi) any information generated by the AIVIA or by its Representatives that contains, reflects, or is derived from any of the foregoing. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. AIVIA acknowledges that the Confidential Information is proprietary to the Trader, has been developed and obtained through great efforts by the Trader and that Trader regards all of its Confidential Information as trade secrets.

Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which:

- a) was lawfully possessed, as evidenced by the AIVIA's records, by AIVIA prior to receiving the Confidential Information from the Trader;
- (b) becomes rightfully known by the Receiving Party from a third-party source not under an obligation to Trader to maintain confidentiality;
- (c) is generally known by the public through no fault of or failure to act by AIVIA inconsistent with its obligations under this Agreement;
- (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements shall apply prior to any disclosure being made; and
- (e) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement, as evidenced by the

Receiving Party's records, and without reference or access to any Confidential Information

TRADER AGREEMENT TERMS AND CONDITIONS

By entering into this User Agreement, Trader understands and agrees that this user agreement includes Privacy Policy, Risk Disclosure Statement, Terms of Use of the site aivia.io and these terms and conditions.

Rights of use and license to use the software- access to user's personal account, the ability to accept followers users of the AIVIA Platform. All terms, conditions and rules specified in this Agreement determine the relations between the Company as a party providing services on the one hand, and Trader on the other hand.

The company has the right to reject any Trader: AIVIA has the right to reject any trader to become a Subscriber or User at its sole discretion with or without any reason.

Minimum age requirement: Applicants must reach minimum 18 (eighteen) years of age to become a User.

AIVIA WEALTHTECH, INC Disclosures - a statement of waiver of any and all liability:

AIVIA WEALTHTECH, INC IS A SEYCHELLES ISLAND REGISTERED ENTITY. AIVIA SOFTWARE AND TECHNOLOGY CAN BE USED ANYWHERE IN THE WORLD WHERE BUSINESS ACTIVITY OF AIVIA IS NOT PROHIBITED BY LAW.

TRADERS UNDERSTAND THAT AIVIA DOES NOT GIVE ANY WARRANTY OR GUARANTEE

THERE IS NO GUARANTEE THAT USE OF THE COMPANY'S TECHNOLOGY, ITS SOFTWARE, WILL MAKE PROFITS, INCOME OR PROVIDE ANY GAINS OR MATERIAL BENEFITS;

AIVIA DOES NOT KEEP ANY PASSWORDS AND OTHER ACCESS TO USERS WALLETS, DOES NOT CONTROL THE ACTIONS OF TRADERS OR OTHER USERS, AND DOES NOT HAVE CONTROL OVER EXCHANGES OR THEIR BUSINESS PRACTICES.

RISK ACKNOWLEDGEMENT: TRADERS AND SUBSCRIBERS USING THE AIVIA PLATFORM UNDERSTAND AND UNDERTAKE ALL THE RISKS SUCH AS, BUT NOT LIMITED TO ALL RISKS ASSOCIATED WITH SALES, PURCHASE, HOLDINGS AND SPECULATIVE TRADE IN THE MARKET OF CRYPTO ASSETS AND CRYPTOCURRENCIES.

TRADERS AGREE AND DECLARE THAT THEY HAVE NO CLAIMS AND WILL NOT HAVE ANY CLAIMS IN THE FUTURE AGAINST AIVIA, IN CONNECTION WITH THE POSSIBLE LOSS OF ANY OR ENTIRE INVESTED ASSETS.

ALL TRADERS, SUBSCRIBERS, PURCHASERS AND CONSUMERS AGREE TO INDEMNIFY AND HOLD HARMLESS FROM ANY AND ALL LIABILITY AIVIA WEALTHTECH, INC, ALL OF ITS EMPLOYEES, OFFICERS, DIRECTORS, FOUNDERS, CO-FOUNDERS, MANAGEMENT, AS WELL AS, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS, INDEPENDENT AFFILIATES, LEGAL ENTITIES AND INDIVIDUALS FOR ANY AND ALL DAMAGES: PUNITIVE, MATERIAL, PHYSICAL, PSYCHOLOGICAL, LEGAL, MORAL AND / OR ANY OTHER TYPE OF DAMAGES, ASSOCIATED WITH THE REGISTRATION AND USE OF AIVIA PLATFORM OR AIVIA SOFTWARE.

ATTENTION! BEFORE CREATING AIVIA PLATFORM ACCOUNT, IT IS TRADER'S RESPONSIBILITY TO CHECK THE LAWS OF THE COUNTRY IN WHICH THEY INTEND TO ENGAGE IN ANY ACTIVITY USING TECHNOLOGY OF AIVIA WEALTHTECH, INC. IT IS USER'S RESPONSIBILITY TO MAKE SURE THAT THEY DO NOT VIOLATE THE LAW AND THE RULES OF THE COUNTRY AND ITS FINANCIAL MARKET. TRADER SHOULD PERFORM AN INDEPENDENT DUE DILIGENCE AND CHECK ALL THE FACTS BEFORE BECOMING A SUBSCRIBER AND / OR USER.

Trader Success Fee Payment: on the last day of the month, each user receives an invoice for the trader Success Fee, according to the specified percentage when linking to a trader. Payment must be made within 72 hours after the invoice issued to the wallet number and in the cryptocurrency indicated in the invoice. If payment is not received within 120 hours (5 calendar days) by the Trader, AIVIA will deactivate User's account and block the access to Traders and Trading bots, all open orders in your crypto exchange accounts will be closed at the current market price at the time of suspension, you will be disconnected from all Traders and Trading bots, and will be unable to participate in the AIVIA referral program and withdraw any earnings from this program. In addition, the User will be assessed with the fines as follows: 120 hours (5 calendar

days) is a grace period. Every following calendar day fine will be 10 % per diem based on the amount of the invoice for the next 10 calendar days. If in 15 days the entire invoice including fines has not been paid, AIVIA will attempt to collect the debt owed to the Trader by employing all available methods in order to have an invoice paid in full.

Attention! Trader agrees that after receiving payment for the success fee the withdrawal function will be disabled for the 5 calendar days. On the 6 calendar day trader can withdraw the commission. If within 5 calendar days the trader will reach the maximum drawdown and system stop losses are triggered, the commission will be refunded to the Follower. If the maximum drawdown will not result in the loss of any part of the Follower's deposit, then the commission will be re-calculated based on the profit.

Success Fee Invoicing: All transactions on the Follower's account that are closed at the time starting from 12:01 UTC on the first day of the month and until 12:00 UTC of the last day of the month are included in the invoice for that month. If the transaction is closed on the Follower account on the last day of the month after 12:00 UTC, then it is included in the invoice for the next month. In case of profit on the Follower's accounts, provided there is no negative UPNL (Unrealized Profit and Loss), the invoice is issued based on PNL (Profit for the Current Month). In the case of negative UPNL, the profit is calculated according to this formula

$$\text{PNL} - \text{UPNL} = \% \text{ of the profit}$$

Assets Management Fee Invoicing: The total balance on the Follower's account as of 12:00 UTC on the last day of every month will be a baseline for the invoice of 1% Asset Management Fee. If the Follower decides to withdraw any part of the balance, the management fee will be assessed on the highest amount of the balance during the current billing month

*Example, if the total balance of the Follower's assets on the last day of the month is \$1000 USD the invoice will be $\$1000 * 0.01 (1\%)$. The amount of invoice for this month will be \$10. If the Follower's highest balance \$1000 and follower decides to withdraw any part of the balance, the management fee invoice will be $\$1000 * 0.01 (1\%)$. Which is \$10*

Obligations to protect the Company from liability: AIVIA WEALTHTECH, INC, all its employees, employees, directors, founders, co-founders, management, as well as allies, service providers, contractors, independent Affiliates and licensed, affiliated, legal entities and individuals are not responsible for the consequences and damage

resulting from any actions of Subscribers or Users. Users and/or Subscribers agree to follow the code of ethics of conduct, the text of which is posted on the Company's website. Users and Subscribers agree to protect the Company from all and any liability, lawsuits, fines, sanctions and other material penalties, including the costs of legal services that may arise as a result of your actions or behavior. Users and Subscribers are responsible for their behavior and actions.

Trader's obligation to provide API key for statistical analysis: Users and subscribers who have experience in trading on crypto exchanges can create projects on the AIVIA platform in order to help Followers users of the platform who have purchased packages and registered as followers and looking for traders to manage their assets. Traders are obligated to link their trading accounts to the AIVIA platform through API keys in order to demonstrate statistical data of their performance. If such statistics are not available for any reason, the trader agrees to go through a trial period within 30 days before allowed to receive the assets to trade. The trader agrees not to disable the API key of the trading account while Follower is linked to the trader. The trader must submit the notice of Intent to terminate the activity to the email address: info@aivia.io fourteen calendar days prior to terminating activity and unlinking any Followers. In the notice, the trader must indicate the support confirmation code and username (email). If a trader does not submit a notice within the specified period, then such a trader does not have the right to receive a commission for that last month. THE TRADER AGREES TO FORFEIT ALL AND ANY COMMISSIONS IF THE API KEY OF THE TRADING ACCOUNT IS DISABLED BY TRADER DURING THE TRADING IN THE ACCOUNTS OF FollowerS LINKED TO SUCH A TRADER. ONLY IN THE CASE OF DISABLING ALL FollowerS, THE TRADER HAS THE RIGHT TO DISABLE THE API OF THE TRADING ACCOUNT.

Trader agrees to the ethical business relationship. The trader agrees not to solicit Followers who are users of the AIVIA Platform to enter into transactions with the Users outside of the AIVIA platform.

Trader agrees not to ask for a direct transfer of Follower assets to their wallets. The trader agrees to conduct trading activities only through AIVIA copy trading technology.

Trader agrees to comply with all the conditions stated in the description of its trading strategies. Traders agree under no circumstances to allow a loss of the Follower's deposit in percentage greater than stated in the description of the project.

The trader agrees not to expose the Follower's deposit to unreasonable and unjustified risks.

Trader understands and agrees that AIVIA can close all positions and terminate trader's access to all the platform followers accounts, automatically or manually, in case of a deposit loss been greater than the declared maximum percentage.

Trader understands and agrees and accepts responsibility and liability for their trading activities. The trader agrees to protect AIVIA WEALTHTECH, INC, all its employees, employees, directors, founders, co-founders, management, as well as related parties, service providers , contractors, independent Affiliates and licensed, affiliated, legal and physical persons against all and any liability, lawsuits, fines, sanctions and other material penalties, including the cost of legal services, for any and all damage and losses incurred as a result of errors, force majeure, quality of service, negligence, irresponsibility which may arise as a result of the activities of the trader. A trader may be liable for damage caused to followers.

Trader understands and agrees that AIVIA is not responsible for the success fees payment if Followers refuse to pay the invoice. Followers are responsible for the payment of success fees.

Force majeure situations: AIVIA is not responsible for the inability to provide services or delays in providing services, or for failure to fulfill its obligations, according to these terms and conditions, in case of force majeure situations that are beyond the control of AIVIA. Force majeure situations include strikes, civil unrest, invasion, terrorist attacks or threats of terrorist attacks, war (whether or not declared), threat or preparation for war; fires, explosions, storms, floods, earthquakes, landslides, epidemics and natural disasters; acts, decrees, decrees, restrictions of any government. AIVIA's obligation, in accordance with these terms and conditions, is considered terminated at a time when there is a force majeure situation. AIVIA will take a deferment during this period. AIVIA will try to find a solution in case of force majeure and try to find a way to fulfill its obligations as soon as the force majeure situation ends.

Predominance of the newest version of the document: These terms and conditions and any document referred to by these terms and conditions constitute an Agreement between the parties in relation to the use of technologies and products of the Company and supersedes all previous Contracts and agreements of the parties verbal or in writing.

Amendments: AIVIA reserves the right to unilaterally review and amend these terms and conditions. Users and / or / Subscribers accept and agree with all changes to these terms and conditions made by the Company from the moment of purchase, if these changes must be adapted by law, or if AIVIA WEALTHTECH, INC notifies the User and / or subscriber about changes in these terms and conditions, in which case, AIVIA WEALTHTECH, INC believes that the Users and / or subscribers agreed to these changes to the terms and conditions if the Users and / or subscribers did not file a written protest with AIVIA WEALTHTECH, INC within 7 days after publication of the newest version of the terms and conditions on the site aivia.io. Publication on the website considered a notice to all users.

Jurisdiction and method of handling complaints and disputes: AIVIA has a system for handling complaints in order to find the right solutions. If the User has a complaint, then he should contact the customer support department at the address above.

These terms and conditions are governed by the laws of the Republic of Seychelles. Any disagreements arising and relating to these terms and conditions fall under the non-exclusive jurisdiction of the Republic of Seychelles Arbitrage Court

I / We declare that have read, understand, accept and agree to all the statements, risks, disclosures and descriptions on the aivia.io website and agree with all the terms and conditions of this agreement and as stated in the text below this checkbox

I / we declare that I have read and understand all the risks and agree to indemnify and hold harmless from any and all liability COMPANY AIVIA WEALTHTECH, INC, all of its employees, officers, directors, founders, co-founders, management, as well as, suppliers, service providers, contractors, independent affiliates, legal entities and individuals for any and all damages: punitive, material, physical, psychological, legal, moral and / or any other type of damages, associated with creating an account and use of aivia platform or aivia software associated with the partial or complete loss of crypto assets or any other assets related to trading, speculative activities, and or the security of storage of crypto assets or other assets

I / We understand, agree and declare that AIVIA is not engaged in trading activities, does not store user's crypto assets or any other assets. I / we understand that AIVIA

provides technology in the form of a platform and trading robots. I / we understand that when accepting Followers request to link, AIVIA does not have any influence, control or power over Followers assets and legal entities. I / we declare that I have read and understand all the risks and agree to indemnify and hold harmless from any and all liability the company AIVIA WEALTHTECH, INC, all of its employees, officers, directors, founders, co-founders, management, as well as, suppliers, service providers, contractors, independent affiliates, legal entities and individuals for any and all damages: punitive, material, physical, psychological, legal, moral and / or any other type of damages, associated with creating an account and use of aivia platform or aivia software associated with the partial or complete loss of crypto assets or any other assets related to trading, speculative activities, and or the security of storage of crypto assets or other assets

I / we agree and give permission to AIVIA WEALTHTECH, INC to save and process my / our personal information for purposes related to fulfilling the terms of the Agreement, including paying commissions, for administrative and statistical purposes and for promoting AIVIA goods and services. AIVIA WEALTHTECH, INC has the right to record this information manually and / or in electronic format, and to control this information.

I / we:- hereby informed that we have constant access to the data processed by AIVIA WEALTHTECH, INC, and I / we can / can make changes to them;

- we understand that the provision of personal data is voluntary, however, the refusal to provide this data will affect the impossibility of executing a contract.

I / we agree that AIVIA WEALTHTECH, INC may transfer and share my / our personal information with other affiliated organizations, affiliates and companies controlled or having contractual relations with AIVIA WEALTHTECH, INC, and other persons for the purpose of maintaining business, Including independent affiliates of AIVIA

WEALTHTECH, INC. These persons may be located in countries that are located anywhere in the world, and in the geographical area which do not have laws protecting personal information.

Note: Information about companies and countries will be provided upon request.

I / we give my consent to receive advertising materials and any kind of communication from AIVIA WEALTHTECH, INC or affiliated companies, suppliers, Affiliates and vendors of AIVIA WEALTHTECH, INC. I / We agree to receive messages by email or any available communication channels.