

END-USER LICENSE AGREEMENT

END-USER LICENSE AGREEMENT FOR The Pair Matcher IMPORTANT PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE CONTINUING WITH THIS PROGRAM
INSTALL: TOTL World Holdings llc End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and TOTL World Holdings llc. for the TOTL World Holdings llc software product(s) identified above which may include associated software components, media, printed materials, and "online" or electronic documentation ("SOFTWARE PRODUCT"). By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. This license agreement represents the entire agreement concerning the program between you and TOTL World Holdings llc, (referred to as "licenser"), and it supersedes any prior proposal, representation, or understanding between the parties. If you do not agree to the terms of this EULA, do not install or use the SOFTWARE PRODUCT.

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

1. GRANT OF LICENSE. The SOFTWARE PRODUCT is licensed as follows: (a) Installation and Use. TOTL World Holdings llc grants you the right to install and use copies of the SOFTWARE PRODUCT on your computer running a validly licensed copy of the operating system for which the SOFTWARE PRODUCT was designed [e.g., Windows 2007, Windows XP, Windows Vista]. (b) Backup Copies. You may also make copies of the SOFTWARE PRODUCT as may be necessary for backup and archival purposes.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS. (a) Maintenance of Copyright Notices. You must not remove or alter any copyright notices on any and all copies of the SOFTWARE PRODUCT. (b) Distribution. You may not distribute registered copies of the SOFTWARE PRODUCT to third parties. (c) Prohibition on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. (d) Rental. You may not rent, lease, or lend the SOFTWARE PRODUCT. (e) Support Services. TOTL World Holdings llc may provide you with support services related to the SOFTWARE PRODUCT ("Support Services"). Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this EULA. (f) Compliance with Applicable Laws. You must comply with all applicable laws regarding use of the SOFTWARE PRODUCT.

3. TERMINATION Without prejudice to any other rights, TOTL World Holdings llc may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SOFTWARE PRODUCT in your possession.

4. COPYRIGHT All title, including but not limited to copyrights, in and to the SOFTWARE PRODUCT and any copies thereof are owned by TOTL World Holdings llc or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. All rights not expressly granted are reserved by TOTL World Holdings llc.

5. NO WARRANTIES TOTL World Holdings llc expressly disclaims any warranty for the SOFTWARE PRODUCT. The SOFTWARE PRODUCT is provided 'As Is' without any express or implied warranty of any kind, including but not limited to any warranties of merchantability, noninfringement, or fitness of a particular purpose. TOTL World Holdings llc does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the SOFTWARE PRODUCT. TOTL World Holdings llc makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb, or other such computer program. TOTL World Holdings llc further expressly disclaims any warranty or representation to Authorized Users or to any third party.

6. LIMITATION OF LIABILITY In no event shall TOTL World Holdings llc be liable for any damages (including, without limitation, lost profits, business interruption, or lost information) rising out of 'Authorized Users' use of or inability to use the SOFTWARE PRODUCT, even if TOTL World Holdings llc has been advised of the possibility of such damages. In no event will TOTL World Holdings llc be liable for loss of data or for indirect, special, incidental, consequential (including lost profit), or other damages based in contract, tort or otherwise. TOTL World Holdings llc shall have no liability with respect to the content of the SOFTWARE PRODUCT or any part thereof, including but not limited to errors or omissions contained therein, libel, infringements of rights of publicity, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or the disclosure of confidential information.

SUBSCRIPTION AGREEMENT

BEFORE YOU USE THE SOFTWARE SUBJECT TO THIS SUBSCRIPTION AGREEMENT (THE "AGREEMENT"), PLEASE READ THIS DOCUMENT CAREFULLY. THIS IS A LEGAL AGREEMENT BETWEEN TOTL World Holdings LLC ("OUR", "US", "WE", OR "TOTL") AND YOU ("YOU", "YOUR" OR "YOURSELF") WHICH GOVERNS YOUR USE OF OUR INTERNET-BASED SUBSCRIPTION MANAGEMENT AND BILLING SOFTWARE SERVICE.

WARNING: The Pair Matcher (THE "SOFTWARE" OR "SERVICES") IS PROTECTED BY COPYRIGHT LAWS AND INTERNATIONAL COPYRIGHT TREATIES, AS WELL AS OTHER INTELLECTUAL PROPERTY LAWS AND TREATIES. UNAUTHORIZED REPRODUCTION OR DISTRIBUTION OF THE SOFTWARE, OR ANY PORTION OF IT, MAY RESULT IN SEVERE CIVIL AND CRIMINAL PENALTIES, AND WILL BE PROSECUTED TO THE MAXIMUM EXTENT POSSIBLE UNDER THE LAW. THE SOFTWARE IS LICENSED, NOT SOLD.

1. Purchased Services and Payment Terms. A. For so long as you are a customer of us and paying the monthly or yearly fee as required by this Agreement, TOTL World Holdings LLC grants to you a non-exclusive right to use the Services, subject to the restrictions set forth in this Agreement and any other restrictions communicated by us in writing.

B. You shall choose the Services plan to be provided by us under the terms and pricing set forth at <http://www.pairmatcher.com/purchase>.

C. By signing up for the Services, you agree to pay on a monthly or yearly basis the fees ("Service Fee") designated for the

Service plan selected by you at <http://www.pairmatcher.com/purchase>.

D. Subject to Section 1(g), your subscription will continue to automatically renew at the fee rate applicable to the Service plan which you have selected, unless terminated by us or until you notify us of your decision to cancel your subscription to the Services. Your subscription will renew each month on the billing date as determined by the date your first payment was made. For a yearly subscription your subscription will renew on the yearly anniversary of the date your first payment was made.

E. Payments must be made by a major credit card (VISA, MasterCard) or PayPal. You will be charged up front for the Services at the beginning of each month or year ("Billing Date").

F. If we do not receive the full amount of your Service Fee within 5 days of the Billing Date, your subscription will be past due.

G. You agree to pay us all reasonable attorney's fees and costs incurred by us to collect any past due amounts. Your account will be deactivated without further notice if payment is past due, regardless of the dollar amount. You agree to pay any outstanding balance in full within 30 days of cancellation or termination of the Services.

H. We may amend the fees at any time with thirty (30) days written notice to you.

I. Trial period, your trial period will end 2 weeks, or 14 days from the date you signed up for The Pair Matcher. Your monthly payments will automatically begin on the 15th day and will continue to be billed on the same day monthly. If you choose to not continue past the trial period you will need to email us at cancel@pairmatcher.com. Include the word UNSCRIBE in the subject line and in the body please include your name and address. You may also fill out the form located at <http://pairmatcher.com/contact-us/> please include UNSCRIBE in the subject line.

2. Service Implementation and Registration.

A. You agree to use the Services only through your website or software application (the "Site") and we reserve approval authority as to the implementation and use of the Services on the Site. We may suspend the Services in the event we find any implementation issues with the Site. Such suspension shall remain in effect until you correct any issues specified by TOTL World Holdings llc and a suspension shall not relieve you of your payment obligations under the Agreement.

B. You agree to provide us with current, complete and accurate registration information for the Services and to maintain and properly update such information ("Registration Data").

C. You agree to provide true, accurate, current and complete information about yourself as prompted by the Service registration process (such information being the "Registration Data"). You further agree that, in providing such Registration Data, you will not knowingly omit or misrepresent any material facts or information and that you will promptly enter corrected or updated Registration Data via the Service, or otherwise advise us promptly in writing of any such changes or updates. You further consent and authorize us to verify your Registration Data as required for your use of and access to the Service. Once

you subscribe to the Service, you shall receive a unique user ID in connection with your account (collectively referred to herein as "IDs"). You agree that you will not allow another person to use your IDs to access and use the Service under any circumstances. You are solely and entirely responsible for maintaining the confidentiality of your IDs and for any charges, damages, liabilities or losses incurred or suffered as a result of you failure to do so. We are not liable for any harm caused by or related to the theft of your IDs, your disclosure of your IDs, or your authorization to allow another person to access and use the Service using your IDs. Furthermore, you are solely and entirely responsible for any and all activities that occur under your account. You agree to immediately notify us of any unauthorized use of your account or any other breach of security known to you. You acknowledge that the complete privacy of your data and messages transmitted while using the Service cannot be guaranteed.

3. Service Use and Limitations.

A. We will make reasonable efforts to keep the Services operational 24 hours a day/7 days a week, except for: (i)planned downtime (of which we will provide at least 8 hours prior notice); or (ii) any unavailability caused by circumstances beyond our control, including but not limited to, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems or Internet service provider failures or delays.

B. The Pair Matcher is a pairs picking software service and not a trading black box or trading service. You acknowledge and agree that: (i) We will not be processing trades for you or your customer's behalf; (ii) We are not a bank or other chartered depository institution; and (iii) We will not be holding any monies for you or your customers. Accordingly, you agree that we will not be responsible or liable for any amounts related to any trades place or entered as a result of the pairs picked with this program.

4. Ownership. Subject to the limited rights expressly granted hereunder, we reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Services, use of the Services or access to the Services without the express written consent of us. The look and feel of the Services is copyright © 2013 TOTL World Holdings llc. All rights reserved. You may not duplicate, copy or reuse any portion of the visual design elements without the express written consent of us. Users are granted the use of 2 copies of The Pair Matcher for use on 2 separate computers. If the user needs to move The Pair Matcher to a different computer or a new computer, the user is required to delete it from the old computer and then request a new security key or (ID).

5. Termination. You may terminate this Agreement at any time by ceasing all use of the Services or by notifying us. We may terminate this Agreement, at any time, without notice to you, if TOTL believes, in its sole judgment, that you have breached or may breach any term or condition of this Agreement. You agree that termination of this Agreement will not relive you of any obligation to pay any accrued charges. You shall be charged the full amount of the fee for the month in which the Services were terminated. All sections which by their nature should survive the expiration or termination of the Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

6. Limitation of Liability. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS OF THE PARTIES SET OUT HEREIN, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY ON ACCOUNT OF ANY CLAIM (WHETHER BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, THE FAILURE OF ANY LIMITED REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE) FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS OF THE PARTIES SET OUT HEREIN, IN NO EVENT SHALL EITHER PARTY'S LIABILITY EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY LICENSEE UNDER THIS AGREEMENT. IF YOU ARE DISSATISFIED WITH THE SOFTWARE YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SOFTWARE.

7. Warranty. WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SERVICES, SUPPORT SERVICES OR ACCURACY, COMPLETENESS, OR SUITABILITY OF ANY OF THE MATERIAL CONTAINED WITHIN THE SERVICES AND WE MAKE NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION.

8. Confidentiality. You acknowledges that Confidential Information (as hereinafter defined) is a valuable, special, and unique asset of TOTL World Holdings llc and agree that you will not disclose, transfer, or use (or seek to induce others to disclose, transfer, or use) any Confidential Information for any purpose other than disclosure to Your authorized employees and agents who are bound to maintain the confidentiality of the Confidential Information. You shall notify TOTL World Holdings llc in writing of any circumstances which may constitute unauthorized disclosure, transfer, or use of Confidential Information. You shall use best efforts to protect Confidential Information from unauthorized disclosure, transfer, or use. You shall return all originals and copies of materials containing Confidential Information upon termination of this Agreement for any reason whatsoever. The term "Confidential Information" means any and all of TOTL World Holdings llc's trade secrets, confidential and proprietary information and all other information and data of TOTL World Holdings llc that is not generally known to the public

or other third parties who could derive economic value from its use or disclosure, including, but not limited to, the Software. Confidential Information shall be deemed to include technical data, know-how, research, product plans, products, services, customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed directly or indirectly in writing, orally or by drawings or observation.

9. Indemnification. You agree to defend, indemnify and hold us harmless from and against any and all liability, loss or damage, cost or expense, including but not limited to court costs, attorneys' fees, and any awards or damages caused by, relating to or incident to: (a) your use of the Services; (b) the Site; (c) claims by your customers or payment gateway service provider; or (d) the products and/or services offered through the Site.

10. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Arizona without regard to its rules governing conflicts of law. Exclusive jurisdiction for any dispute with TOTL World Holdings llc, or in any way relating to this Agreement, resides in the courts of the State of Arizona and Licensee submits to the personal jurisdiction of, and venue in, such court(s).

11. Miscellaneous. This Agreement, the web site policies associated with our site through which the Software is accessed and all applicable forms constitute the entire agreement between the parties relating to the Software and supersede all prior or contemporaneous oral or written communications with respect to its subject matter. No modification to this Agreement will be binding, unless in writing and signed by a duly authorized representative of the parties. The parties to this Agreement are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. Neither party shall have the power to obligate or bind the other party. The waiver of any breach of this Agreement by either party shall not constitute a continuing waiver or a waiver of any subsequent breach of this Agreement. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement will not be affected and each such term or provision of this Agreement shall continue to be valid, binding and enforceable to the fullest extent permitted by law. Nothing in this Agreement shall prohibit TOTL World Holdings llc from furnishing the Service to others, including competitors of you.