

Terms & Conditions

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Section 1

Introduction

FINOCEAN consists of an international team of experts in project management and financial markets, associated with a highly trained staff in the educational arena with the purpose of helping people from all over the world to be successful with the most advanced technology and professionals oriented towards the achievement of their goals.

These FINOCEAN terms, policies and conditions (hereafter, the “Terms Policies and Conditions”) are effective and binding upon Users of FINOCEAN International, which, together with its affiliates, parents, subsidiaries, successors, and assigns, are collectively referred to from this point forward as “FINOCEAN”. FINOCEAN has its address at RBS Tower Ave, Balboa with Calle Ramon H Jurado, 9th Floor, and Punta Paitilla, Panama.

A User’s activities on and after the effective date must be in accord with these Policies and Procedures. These Policies and Procedures and the FINOCEAN Reward Plan combine to form a contract (here after, the “Contract”), legally binding upon each User and FINOCEAN.

By accepting these Terms, Policies and Conditions in the online enrollment process, a User certifies that they are 18 years of age or older and competent to enter a contract. A User elects to enter this Contract with FINOCEAN with confidence in FINOCEAN’s integrity and FINOCEAN’s expressed intention of dealing fairly with its Users. FINOCEAN enters this Contract with the awareness that its success depends upon responsible, efficient, vigorous, and successful Users who conduct their businesses free of false, slanderous, deceptive, or misleading advertising, marketing, pricing, and service practices. FINOCEAN enters this Contract with confidence in the Users’ integrity, ability, duties, obligations, and responsibilities.

The Contract governs the way a User conducts business with FINOCEAN, other Users, and customers. The User agrees to abide by the online Contract, as currently published and as may be amended from time-to-time at the sole discretion of FINOCEAN. Any interpretation, clarification, exclusion, or exception to this Contract, in order to be effective, must be in writing and signed by an authorized officer of FINOCEAN.

Where the text of the Contract permits, the singular use of a word includes the plural and vice-versa. In addition, one gender includes any gender. All monetary amounts in United States Dollars (USD) are only for reference or a representation unless specifically indicated otherwise. FINOCEAN only receives and transacts in crypto currencies, and does not work or receive any fiat currency or have affiliation with any bank or Government. In the event of conflict between the United States English language version of the Contract and any translated or foreign language version of the Contract, the Spanish language version shall control. If a Member has questions concerning the Contract, they should consult with their legal counsel.

Section 2

Definitions

User/Member: A User, also known as a Member, is an individual who signs up with FINOCEAN, purchases a product pack and subsequently could obtain earnings and commissions in exchange for their work/deposit.

User Account: Is the business management center (“FINOCEAN back office portal”) that a User will have access to once the User has enrolled, placed their initial purchase and agreed to the Terms & Conditions.

Subscriber: Is a customer who is enrolled in FINOCEAN for personal use of services.

Sponsor: Is the person who shared his/her personal referral link to invite a new User into the FINOCEAN program.

Downline: Is the members you have personally sponsored into FINOCEAN or who have been sponsored into FINOCEAN from someone you sponsored, or someone they sponsored, etc., and whose sales or referrals also generate income for you.

Upline: Refers to the person who sponsored you into FINOCEAN (that person is your sponsor), along with the people in the same line in the levels above you.

Personal Volume Points (PVP): Is the volume purchased by you, as a single User. Each Trade Contract is assigned a Point Volume (PV) that is equal to 50% of the Trade Contract value. (i.e. a \$1000 Trade Contract has 500 PV assigned to it, a \$2000 Trade Contract has 1000 PV assigned to, and so on)

Personal Group Volume (PGV): Is the PV accumulated in a multilevel network organization that qualifies a User to earn more levels of residual commissions and advance in the leadership program ranks.

Active User: A User is considered active if they have a Personal Volume Points (PVP) order of at least 150 PVP.

Inactive User: A User is considered inactive when the account reaches **100%** of the maximum earning cycle in the Bear and/or Bull Capital.

Bonus: A bonus is a form of reward typically referred to as a commission; in this case it is referred to as User’s earnings.

Awards Bonus: This Awards Bonus is paid separately from all other earnings of the Account User. It is a way of recognition for achieving certain ranks, qualifications, and advancement levels in the Leadership Program. (See Section 8 “Rewards Plan” for details)

Bear Capital: Is the earnings generated from the Trading Pool and Forced Matrix Bonuses. A User is not required to sponsor another User into FINOCEAN in order to receive Bear Capital. A User can view their total Bear Capital percentage progress, as it relates to their Trade Contract, on their Dashboard of the FINOCEAN back office portal, which will display the accumulated total from both the Trading Pool and Forced Matrix Bonuses. Once Bear Capital reaches 100% maximum limit (up to 200% of the value of any

Trade Contract), then the Bear Capital obligation has been met by FINOCEAN, and the Trade Contract will need to be renewed before more Bear Capital may be earned by the User. The User always has the option to upgrade their Trade Contract to a higher Trade contract, prior to reaching the maximum limit.

Section 2 | Definitions

Bull Capital: Is the earnings generated from the Fast Start Bonus, Uni-level Bonus, Forced Matrix Bonus, Matching Matrix Bonus, Global Leadership Bonus and Matching Global Leadership Bonus. In order to earn Bull Capital, a User must first sponsor at least one other User, who purchases and maintains an active Trade Contract, into FINOCEAN. A User can view their total Bull Capital percentage progress, as it relates to their Trade Contract, on their Dashboard of the FINOCEAN back office portal, which will display the accumulated total from the Fast Start Bonus, Uni-level Bonus, Forced Matrix Bonus, Matching Matrix Bonus, Global Leadership Bonus and Matching Global Leadership Bonus. Once Bull Capital reaches 100% maximum limit (up to 200% of the value of any Trade Contract), then the Bull Capital obligation has been met by FINOCEAN, and the Trade Contract will need to be renewed before more Bull Capital may be earned by the User. The User always has the option to upgrade their Trade Contract to a higher Trade contract, prior to reaching the maximum limit.

Start of Trade Earnings: 3 Business days from the date a Trade Contract was purchased, the account will start to see Trading Pool earnings being posted to their “Trading Pool” report in their FINOCEAN back office portal.

Referral Commission: Is when a User in your Down line purchases a Trade Contract for the first time upgrades their current Trade Contract, or Renews their Trade Contract, a commission is generated. This commission, also known as “Fast Start Bonus”, is credited immediately after the payment is confirmed by the Block chain. There is NO limit to how many Referral Commissions a User may receive.

Trading Pool Commission: Every 5 days (starting Mondays at 12:00am EST to Fridays at 11:59pm EST) the cycle for a trade week is closed. After this time all Trading Pool earnings from that particular week’s trading activities will be credited to the Users’ “Balance”, which is located in the FINOCEAN back office portal under “Finance” > “Balance”.

Matrix Commission Cycle: Every 15 days the Matrix commission cycle closes and the total Forced Matrix Bonus is generated for each User. Which is then credited within the next 24 hours to the Users’ Balance, on the 1st and 16th of each month.

Matrix Matching Commission Cycle: At the same time the Forced Matrix Bonus is ran and credited to the Users’ Balance, the Matrix Matching Bonus is also ran and credited to Users’ Balance, on the 1st and 16th of each month.

Leadership Bonus Cycle: This bonus is credited every (30) calendar days, as long as the qualification requirements have been met by the User.

Generational Matching Commission Cycle: This bonus is credited every (30) calendar days, as long as the qualification requirements have been met by the User.

Internal Wallet: Internal Wallet (“Balance”) is where earnings and commissions are credited to the Users’ FINOCEAN back office. Once earnings and commissions are credited to the Internal Wallet, they are able to be withdrawn to the Users’ Crypto Wallet, or in this case their BTC Wallet.

Crypto Wallet: Is the encrypted Block chain Crypto Wallet, or in this case their BTC Wallet, which the User will input and save on their Profile in the FINOCEAN back office portal. This is where FINOCEAN will send your requested withdrawals to.

Academy Elemental Level: Is the beginners starting level of the educational program of FINOCEAN. In this level you will receive tutorial videos with basic concepts and training to start trading on the Forex Markets.

Academy Advanced Level: The Advanced level is the intermediate level of the educational program of FIN. In this level you will receive tutorial videos and mentorship by expert traders.

Section 2 | Definitions

Academy Supreme Level: This is the highest level of the educational program of FINOCEAN. You will have access to the key strategies in Forex Markets and will be joining the FINOCEAN special elite mentors to receive one-on-one guidance.

Leadership Program: A program designed to teach others how to obtain results and achieve the highest skills such as (speaking techniques, management, leadership, mindset to success, and much more).

Rank: In the Leadership Program, it is the level a User can achieve by meeting certain requirements.

CAP: As it applies to the Bear Capital and Bull Capital; it is when you have achieved total earnings on the Bear or the Bull Capital, which is 200% of your Trade Contract value. Bear and Bull Capital each have their own separate CAP. Once a CAP is reached, no more earnings will be received from whichever Capital reached its CAP until the Trade Contract has been renewed. However, a User may continue to receive earnings from whichever Capital has not yet reached its CAP. (i.e. a User reaches their Bull CAP so they will no longer receive Bull Capital until they renew their Trade Contract, however they will continue to receive Bear Capital until their Bear Capital also reaches 200% of their Trade Contract value or until the User Renews their Trade Contract, whichever comes first)

Bull CAP Grace Period: Once a Bull CAP is reached, a grace period automatically goes into effect on the Bull Capital side. There are two types of CAPs utilized by FINOCEAN. Once the Bull CAP is reached, a User will have a rolling seven (7) day Grace Period to renew their Trade Contract or they will lose any Fast Start Bonuses that occurred after the Bull CAP was reached. A User will have until Fridays at 11:59pm EST to renew their Trade Contract before any Uni-level commissions that occurred after the Bull CAP was reached, are lost. These Grace Periods are clearly represented on both the Uni-level page as well as the Fast Start page in the FINOCEAN back office portal. If User does not renew the Trade Contract, they may continue to earn on the Bear Capital side.

Bear CAP Grace Period: Once a Bear CAP is reached, the User will have a 60 day grace period to continue to earn on the Bull Capital, before they are required to renew their Trade Contract, in order to maintain their current position in the Matrix structure.

Spillover: Is the ability to have new members placed under you in the 3x10 Forced Matrix by your Up line, as they continue to sponsor more members. You in turn have the ability to create Spillover under people in your Down line Matrix organization. Spillover is never guaranteed and does require patience. Should you receive Spillover in your Matrix, it will count towards your Forced Matrix Bonus.

Lineage: Every time a User (“Sponsor”) personally sponsors another User who purchases and maintains an active Trade Contract in FINOCEAN, it creates a new lineage for the Sponsor’s Uni-level organization. Anyone the new User sponsors falls into that new lineage, and so on. There is NO limit as to the number of lineages an individual User may have in FINOCEAN. Lineage is very important when it comes to achieving new Ranks in the Leadership Program.

Section 3

Users and Account Terms

1. Amendment/Acceptance. FINOCEAN may amend the Contract, the Policies and Procedures, and the FINOCEAN Reward Plan at any time, at its discretion. A User’s continuation of a FINOCEAN Business and/or acceptance of any earnings pursuant to the FINOCEAN Reward Plan or acceptance of any other benefits under the Contract constitutes acceptance of the Contract in its entirety along with any and all amendments thereto.

2. Fees.

2.1 Payment Processing Fee. To become a User of FINOCEAN, a payment process fee may be required by your BTC Wallet/Exchange. These fees must be added on top of the amount of BTC FINOCEAN must receive in order to activate your selected Trade Contract. (i.e. you chose a \$1000 Trade Contract; in this scenario let’s assume your BTC Wallet/exchange charges you \$5 processing fee; you would need to send \$1005, as FINOCEAN MUST receive \$1000 NET of BTC in order for the system to activate your account.)

2.2 Other Fees. FIN may add fees to orders or deduct from bonuses or commissions payments, maintenance fees, and fees for other services provided by FINOCEAN. Users also consent to having various earnings reclaimed, when necessary, by the company from a User’s future earnings including, but not limited to: Refunds, deposits, or purchase, fraud, Commissions paid erroneously, and/or disciplinary actions.

Anytime a User makes a withdrawal from the Balance in their FINOCEAN back office portal to their BTC Wallet, there is a 20% withdrawal fee charged. (See Section 5 Subsection 2.2)

3. User Consent. A User hereby consents to FINOCEAN’s use of the User’s image including, but not limited to: the User’s name, professional name(s), photographs, testimonials, likeness, title, positions, voice(s), biography, and any film footage, videotapes, audiotapes, recordings, articles, and interviews of the User, in any form and medium whatsoever, when created in connection with any FINOCEAN product or opportunity, any events, promotions, and/or conventions to advertise, promote, and publicize FINOCEAN product or the FINOCEAN Business Opportunity. A User may withdraw such consent by notifying FINOCEAN in writing and providing at least thirty (30) days advance notice before such withdrawal takes effect.

4. Communication. A User agrees that FINOCEAN may contact the User by the provided telephone number, fax number, or E-mail address concerning his or her FINOCEAN Business and User status during the term of this Contract. Users also acknowledge that they agree to accept electronic copies (fax, scans, reprints, or other formats) as being the same as the original documents, and that document, requests, and authorizations submitted electronically on behalf of the User are explicitly deemed to have the same force in law as their manual signature.

5. Independent Account User Service Status. Users are independent participants and are not purchasers of a franchise or business opportunity. The agreement between FINOCEAN and its Users does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the User. Users shall not be treated as an employee for his or her services for Federal or local tax purposes. All Users are responsible for paying local, state (provincial), and Federal taxes due from all Reward Earnings once they exchange crypto assets for fiat currency as a User of the Company. The User has no authority (expressed or implied), to bind the Company to any obligation. Each User shall establish his or her own goals, hours, and methods of promoting and/or selling, so long as he or she complies with the terms of the User Agreement, these Terms, Policies and Procedures, and applicable law.

Section 3 | Users and Account Terms

6. KYC Required. FINOCEAN reserves the right to require supporting documentation demonstrating the ID is valid and belongs to the User. Failure to provide the required ID upon reaching one or both stated thresholds will result in a commission hold. FINOCEAN may adjust the threshold requirements based on the current situation of the User.

7. Non-Circumvention. A User warrants that by entering into this Contract, the User does not violate any other agreements the User has entered into with a third party, and further, that the User has not entered into any agreement or contract that may invoke a non-competition restriction by any employer or direct selling company that will restrict or prevent the User from performing the User's duties hereunder, and that the User has no existing contractual or fiduciary duties that would prevent the User from receiving the benefits of, and performing the duties of, this Contract. Users agree to indemnify FINOCEAN and FINOCEAN directors, officers, employees, and agents, and hold them harmless for any and all liability including judgments, civil penalties, refunds, attorney fees, court costs, or loss of business incurred by FINOCEAN as a result of claims or legal action brought against User by any former employer or direct selling company alleging breach of contract or other violation of any non-competition agreement. This provision will survive the termination of this Agreement.

8. Limitation of Liability. Regardless of the form of claim, whether in tort, contract, or other, FINOCEAN and its officers, employees, and agents shall not be liable for any consequential, incidental, special, or punitive damages, including lost profits, for any claims made by a User. No legal action may be brought by either party to the Contract more than one (6) month after the event giving rise to the cause of action that has occurred.

9. Early Cancellation. If a member cancels their FINOCEAN Trade Contract before the end of their first 7 days, from the time they purchased their Trade Contract with FINOCEAN, THEN they will get 70% of their capital back. 30% went towards their Academy product, which is non-refundable.

If the member cancels after the first 7 days, from the time they purchased their Trade Contract with FINOCEAN, THEN their refund would be less, as the 30% for the Academy is still non-refundable, plus there is a 20% fee for early cancellation, plus any withdrawals of commissions or Trading Pool earnings the member has already taken as a withdraw from their FINOCEAN account, prior to cancelling, will be deducted from the member's refund.

Section 4

Promoting Products and Opportunity

1. Company Statement. FINOCEAN encourages Users to promote FINOCEAN services and products and the FINOCEAN business opportunity pursuant to the appropriate guidelines issued by FINOCEAN. These guidelines are required for FINOCEAN to ensure compliance by Users and FINOCEAN with the myriad of laws that govern the advertising of FINOCEAN product(s) and the FINOCEAN business opportunity. Failure to follow these guidelines can result in violations of local and international laws, which may result in damage to the reputation of FINOCEAN, as well as restrictions upon FINOCEAN, Users, and FINOCEAN product(s) that could trigger undesirable publicity and possible fines, penalties, and/or legal actions.

2. Promotional Material. FINOCEAN may allow a User to use FINOCEAN names, logos, or trademarks provided such use is in accordance with the Contract. All FINOCEAN literature, audios, videos, Internet website material, and educational programs are copyrighted by FINOCEAN and may be duplicated only by obtaining the prior written consent of FINOCEAN. Please send all such requests to the Compliance department at support@FINOCEAN.com for review.

3. Earnings Disclosure Claims. All claims **MUST** include the proper Earnings Disclosure approved by FINOCEAN. Any claims reported to or discovered by FINOCEAN that do not have the proper Earnings Disclosure may result in disciplinary action. (See Earnings Disclosure below).

“Earnings may vary depending on the degree of effort employed. No earnings are guaranteed, and a User is not guaranteed to reach a certain reward level. Past results are not guarantees of future results”.

4. Internet and Other Electronic Media. A User may not use electronic media advertising for FIN product(s) or the FIN Business Opportunity on television, radio, social media, websites, or on any other Internet site without prior written approval from FIN. Compliance with this policy ensures safety for the company and an equal opportunity for all Users to succeed with FIN. Please send all such requests to the Compliance department at support@FINOCEAN.com.

5. Internet Etiquette. Users are encouraged to follow all Internet etiquette and to be responsible Internet citizens. A User may not use mass e-mailings (except to those on “opt-in” lists) or e-mail spamming to promote the FIN service or product. Users are required to comply with the Laws and Rules promulgated there under at which establish universal standards for electronic mail whose primary purpose is commercial, such as requiring that consumers be given the opportunity to opt-out of receiving future solicitations, and any other laws governing the electronic distribution of materials.

6. Member Promotional Websites. A Member may use the Internet to promote the FIN Business Opportunity by creating a personalized Website; however, the Website must display a graphic, approved by FIN, which states they are an “Independent Account User” service. “Website” includes any and all forms of social media, which is further defined as all forms of electronic communication through which users create online communities to share information, ideas, personal messages, and other content (i.e. videos, graphics, etc.). Such websites and all other Websites used by a User are subject to review and approval by the FIN Compliance Department support@FINOCEAN.com. A User may not register or use any FIN name(s), trademark(s), logo(s), product name(s), or any derivation of any of the foregoing, in any URL address or domain name. Further, the website shall not contain any hyperlinks to websites of competitors or competitors’ products. It must be a “stand-alone” FIN website. A User’s Website may display FIN service(s) or product(s) information if the information and website are approved in advance by the FIN Compliance Department, are kept up-to-date with to mirror the information FIN has displayed on its corporate maintained website(s), and are compliant with this Contract.

Section 4 | Promoting Products and Opportunity

Any product information located in the FINOCEAN Web Office is available for use or download by a User on their stand-alone FINOCEAN Website. Generally speaking, a User’s website may contain certain personal and opportunity testimonials as well as motivational information, provided the material reflects the honest and balanced expression of the true experience of the provider and meets the other requirements set forth in Section 4; Subsection 3 with respect to product and earnings claims. A User’s website may not contain claims that products or programs are for sale in any country other than the country in which the products or programs have been approved by FINOCEAN. A User’s website shall not infringe on any third-party trademarks or copyrights. The User agrees to indemnify and hold FINOCEAN, its affiliate, and subsidiary organizations and their directors, officers, employees, and agents harmless against any action or claim for infringement on a third party’s intellectual property rights arising from the Independent Account User’s website. In the website, Users may offer Retail Customers FINOCEAN educational service(s) or product(s), provided the User displays on the website his/her telephone number, e-mail address, and/or the FINOCEAN contact number with instructions explaining how to purchase FINOCEAN service(s) or product(s). Upon request, proof of compliance must be submitted to the FINOCEAN Compliance department at support@FINOCEAN.com. Failure to comply with industry requirements and standards of practice may result in disciplinary action.

7. Proprietary Names and Intellectual Property Rights. A User may not use FINOCEAN employee names, trademarks, service marks, trade dress or trade names, domain names, logos, FINOCEAN media or public relations events, or any distinctive phrases or sounds used by FINOCEAN to promote the User’s business prior to receiving written permission from FINOCEAN. Unauthorized use of materials may result in disciplinary action; unless the User is utilizing materials that were specifically created, approved and provided by FINOCEAN for all Users’ promotion of FINOCEAN. If User has a question regarding what is acceptable, the User may contact the FINOCEAN Compliance department for clarification. To protect the proprietary rights of FINOCEAN, a User may not obtain through filing for a patent, trademark, Internet domain name, or copyright, any right, title, or interest in or to the names, domain names, trademarks, logos, or trade names, or any derivation of any of the foregoing, of FINOCEAN and its product(s) and service(s). As FINOCEAN changes or abandons any of its trade names or marks, a User agrees to also change or abandon use of such trade names or marks. Should a User possess or control any FINOCEAN

intellectual property rights or come into possession or control of said marks or other property, the User agrees to assign such intellectual property rights without charge or delay to FINOCEAN.

8. Income and Opportunity Claims. In their enthusiasm to sponsor prospective Users, some participants are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of network marketing. This is counterproductive as new Users may become disappointed if their results are not as extensive or rapid as the results others have achieved. No unreasonable or misleading claims or intentional misrepresentation of earnings or potential income may be made by a User. Income guarantees of any kind are prohibited by the Contract and by law, as is the exhibition of actual or copies of Commission checks or earnings statements, which do not include the proper Earnings Disclosure approved by FINOCEAN. Income representations **MUST** be honest, based on facts, and include the Earnings Disclosure. Any claims reported to or discovered by FINOCEAN that do not have the proper Earnings Disclosure may result in disciplinary action. (See Earnings Disclosure below).

“Earnings may vary depending on the degree of effort employed. No earnings are guaranteed, and a User is not guaranteed to reach a certain reward level. Past results are not guarantees of future results”.

9. User Promotion and Incentive Programs. Users may offer incentive programs to their team and prospects of their team; however, Users may not publicly advertise such incentive programs because such advertisements may result in, direct or indirect, cross-sponsoring or other violations of the Terms, Policies and Conditions.

Section 4 | Promoting Products and Opportunity

10. Claims of Future Additions. A User shall not imply or assert that additional products or services will be added to the product(s) and service(s) currently offered by FINOCEAN, or that enhancements to the FINOCEAN Reward Plan are forthcoming, or that specific territories or areas will be opened or added to the FINOCEAN business operation unless or until the change or event has been officially announced in writing by FINOCEAN.

11. Governmental Claims. A User shall not state, suggest, or imply that the FINOCEAN Reward Plan or its service(s), product(s) or business opportunities are approved by any state Attorney General, federal, or state government authority or agency, or any other third party.

12. Sale or Promotion of Non- FINOCEAN Products, Opportunities, or Materials. A User shall not sell, promote, or advertise non- FINOCEAN service(s), product(s), opportunities, or materials that are competitive with FINOCEAN service(s), product(s), opportunities, materials, Internet sites that offer the FINOCEAN opportunity/services/products, or at FINOCEAN functions, to other Users or customers, that were not personally referred to FINOCEAN by the User. This is known as “cross-recruiting” and is not allowed. FINOCEAN functions include, but are not limited to conventions, meetings, seminars, teleconferences, webinars or similar events prepared by a User of FINOCEAN for Users, prospective Users, or employees of FINOCEAN. While pursuing other opportunities is well within the rights of the User, making false claims and slander towards FINOCEAN to convince other FINOCEAN Users/customers to join other opportunities will not be tolerated. Sales and/or recruiting in violation of this provision may constitute unfair competition against FINOCEAN and a breach of the Contract. Such violation is subject

to disciplinary action, up to and including termination of the Independent Account User and other legal actions.

13. Discontinued Services, Renaming Services/Products. If FINOCEAN discontinues a product(s) or service(s), Users should stop promotion and selling of the product(s) or service(s) immediately. Users may not sell product(s) or service(s) re-labelled, or alter the original content or service information, material(s), or program in any way, from what FINOCEAN originally approved and intended it to be.

14. Media Inquiries. In order to ensure accuracy and consistency of information, a User who receives any inquiry from the press or other media regarding any aspect of FINOCEAN, its product(s), service(s), or the FINOCEAN Business Opportunity, should not engage the media, but rather refer such inquiries to FIN at support@FINOCEAN.com.

15. Company Recordings. A User may not, without the prior written approval of FINOCEAN, produce for sale or distribution, in personal or business use, any audio, video, or other recording of FINOCEAN sponsored events, webinars, speeches, employees, or meetings. Neither may a User produce or make available to others any company recordings without the express written permission of FINOCEAN.

16. Customer or User Complaints. A User must timely report all customer complaints regarding the identity, quality, durability, reliability, safety, effectiveness, or performance of FINOCEAN service(s), product(s), or device(s) to the FINOCEAN User Support at support@FINOCEAN.com.

17. Indemnification. A Member is fully responsible for all his or her verbal and written statements made regarding FINOCEAN product(s), service(s), and the Rewards Plan, which are not expressly contained in current official FINOCEAN materials. Users agree to indemnify FINOCEAN and FINOCEAN directors, officers, employees, and agents, and hold them harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court cost, or lost business incurred by FINOCEAN as a result of the User's unauthorized representations or actions. This provision shall survive the termination of this Agreement.

Section 5

Commissions & Bonuses

1. Earnings and Beneficial Interest. Users are permitted to earn commissions on one (1) personal account, and are permitted to have a shared interest in more than one (1) account IF it's a Corporation, LLC, partnership, JV, etc. Users are limited to up to three (3) accounts per household, of which each account must have unique identification that is KYC verifiable. Proof of identification and other documentation may be required now or in the future. Should a member not furnish the proper documentation, when requested by FINOCEAN to do so, it may result in the termination of the member's FINOCEAN account.

2. Commission Pay Period. Commissions are calculated on the Friday following the close of the commission week. They are credited to your company e-Wallet (“Balance”) in your FINOCEAN back office portal on Saturday after 12pm EST. Once you request a withdrawal from your “Balance” to your Bit coin (“BTC”) Wallet, payouts are processed according to the FINOCEAN Payout Schedule, which can be viewed in the FAQ, located in your FINOCEAN back office portal under “Resources” > “FAQ”. The FINOCEAN Payout Schedule is maintained by FINOCEAN and may be updated from time-to-time at the sole discretion of FINOCEAN.

3. Withdrawal Fee. All FINOCEAN Users automatically pay a 20% Withdraw Fee when withdrawing Rewards Plan commissions and Trading Pool earnings. This 20% is dispersed back into the FINOCEAN Commission and Bonus structure as follows: 50% to the Forced Matrix Bonus, 10% to the Matching Matrix Bonus, and 40% to the Leadership Rank Bonuses.

4. Ranks. Users should review the Rewards Plan for information on the various ranks and what is required to reach each rank. You can also view rank requirements in your FINOCEAN back office portal under “Networks” > “Leadership Program”.

5. Bonuses. Users should refer to the FINOCEAN Rewards Plan, and/or Section 8 of this document, for full information and explanation on all earnings and bonuses.

Section 6

Leadership Program

A leader in FINOCEAN is one that effectively shares the FINOCEAN platform and opportunity with others, and supports their team members so that they, and others within their team, may begin to progress through the FINOCEAN Leadership ranks.

Every new active FINOCEAN member purchases a Trade Contract, and each Trade Contract has Leadership Personal Group Volume (“PGV”) that applies towards rank advancement. Members continue to accumulate PGV every time an existing member repurchases or upgrades their Trade Contract. For each \$2 (two dollars) USD spent by any team member on a Trade Contract, 1 PGV is acquired.

PGV details are in the FINOCEAN back office portal under “Networks” > “Leadership Program”. PGV is also shown on the Dashboard, titled “Rank Qualifications”. PGV totals are calculated on a 30-day rolling period, meaning PGV accumulates for 30 days, then on day 31, the PGV from day 1 is removed. On day 32, the day 2 PGV is removed, as so on. Each day will also be updated with any new PGV generated within your team. So your PGV total will always be the most recent total of your last 30 days, as its calculated in real-time to the second.

The Leadership Program and rank details are as follows:

Executive:

Manager:

Director:

Presidents Club: Ambassador: Global Ambassador:

25,000 PGV 75,000 PGV 250,000 PGV 1,000,000 PGV 5,000,000 PGV 15,000,000 QVP

500 PVP + Refer 3 + 15,000 PGV Max from 1 team 500 PVP + 2 Executives from 2 teams

500 PVP + 2 Managers from 2 teams

500 PVP + 3 Directors from 3 teams

500 PVP + 3 Presidents from 2 teams 500 PVP + 3 Ambassadors from 2 teams

Each time a member qualifies for a rank advancement, a leadership prize is also earned. Details and values of each leadership prize can be found in the back office under “Finance” > “Leadership Prizes”. Receiving your physical leadership prize must be done at an Official FINOCEAN Live event. A USD value is also offered for members that chose to receive a payout rather than a prize. This payout is sent in BTC directly to the member’s personal BTC wallet.

Prizes will be available to claim from the 1st to the 5th day of the following month, from which you earned the prize.

If you have not claimed your prize by the 5th of the month, you will need to wait until the following month to claim.

Any prizes requested for BTC value between the 1st to the 5th of each month, will be paid out starting on the 6th of that month. (i.e. if you win a prize on January 14th, you can claim it between February 1st to 5th and will be paid out starting on the 6th).

Note: Members may only claim the highest rank prize earned during any certain calendar month. (i.e. if you went from Executive to Director in one month, you would only be able to claim the Director prize, not both the Manager and Director Prizes).

Section 7

Rewards Plan

To qualify for the FINOCEAN Rewards Plan, a member is required to own an active Trade Contract. Without a current Trade Contract, none of the following bonuses will accumulate on a member account.

Each active Trade Contract can accumulate earnings from any of the bonuses listed below if the account qualifies for them. All active Trade Contracts have the potential to earn both Bear Capital and Bull Capital; however, certain qualifiers are required for this to happen.

Bear Capital is earned from the Trading Pool, as well as earned from the Forced Matrix. Trading Pool earnings may come from any of the trading structures used by FINOCEAN. Bear Capital earned from the Trading Pool accumulates on trading days (Monday through Friday). Bear Capital earned from the Forced Matrix accumulates until it is paid out to the member's Balance on the 1st and 16th of each month. Members may receive up to 200% of the value of any active Trade Contract. You do not need to personally sponsor other members into FINOCEAN to purchase Trade Contracts, in order to qualify for Bear Capital. (See items 1 and 4 below).

Bull Capital is earned from any or all of the Rewards Plan bonuses, except those items classified as Bear Capital. To qualify for Bull Capital, a member must personally sponsor a minimum of one (1) new FINOCEAN Trade Contract of any size purchased by an individual living in a country that is on the FINOCEAN open markets list (on the registration list). Qualifying members may receive up to 200% of the value of any active Trade Contract. (See items 2, 3, 5, 6 and 7 below).

1. Trading Pool. The FINOCEAN Trading Pool is accessed by ALL FINOCEAN members with an active Trade Contract. Trading Pool earnings contribute towards reaching 200% of the **BEAR Capital**.

70% of the purchase price of each Trade Contract is dedicated to the FINOCEAN Trading Pool. Daily Trade earnings vary as they are directly tied to daily Forex trade results, which will always vary. Daily results are based on a daily accumulation of FINOCEAN trades from any of their **EA** (Expert Advisor), **live professional traders** and **AI** (Artificial Intelligence) system results.

Daily trade results are posted in the member back office portal under "Finance" > "Trading Pool", following the end of each trading day. Each Forex Trading week consists of 5 days, running Monday through Friday (unless the Forex market is closed for any reason). The Trading Pool's weekly results are totaled and paid to members' "Balance" each week, on Saturday at 12pm EST. You can also find past Trading Pool results posted in the "Balance" for review. You can locate the "Balance" in the member back office portal under "Finance" > "Balance".

2. Fast Start Bonus. The Fast Start Bonus is derived from 50% of the FINOCEAN Academy product purchase. Fast Start Bonuses contribute to your **BULL Capital**. Fast Start Bonuses contribute and accumulate towards reaching 200% of the Bull Capital of each member Trade Contract.

A Fast Start Bonus is earned every time a new member purchases a Trade Contract for the first time, an existing member upgrades their Trade Contract to a larger Trade Contract, or an existing member reaches their earnings CAP and chooses to renew their Trade Contract. This allows for a reoccurring Fast Start Bonus to be earned from all of your active personally sponsored FINOCEAN members.

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There is NO limit to the number of new members that may be sponsored into FINOCEAN by a single FINOCEAN member.

Fast Start bonuses are earned and paid instantly into the sponsoring member's Balance. Members may access detailed Fast Start earnings in their FINOCEAN back office portal under "Finance" > "Fast Start".

If a member reaches their Bull CAP, they will have a rolling 7 days to Renew their Trade Contract before they lose any Fast Start Bonuses that were generated after the Bull CAP was reached. (i.e. a member reaches their Bull CAP on Tuesday at 1:20pm EST, they have until the following Tuesday at 1:20pm EST to Renew their Trade Contract before losing the Fast Start Bonus)

3. Uni-level Bonus. The Uni-level Bonus is derived from 50% of the FINOCEAN Academy product sale. Uni-level Bonuses contribute to your BULL Capital. Uni-level Bonuses contribute and accumulate towards reaching 200% of the Bull Capital of each member Trade Contract.

As FINOCEAN members begin building a Uni-level team, starting with their own personal referrals, their Uni-level begins to grow. All personal referrals are considered Level 1 within the Uni-level. When Your Level 1 members sponsor their personal referrals, this comprises your Level 2, and so on.

There is NO limit to the number of personal referrals a member may sponsor into their FINOCEAN Uni-level.

The FINOCEAN Uni-level structure consists of 10 levels. All members may earn from Levels 1-4 without any rank requirements. However, members must meet certain rank requirements to earn from levels 5-10. Additional Uni-level Infinity Bonuses can be accessed by members that rank qualify to President's Club, Ambassador or Global Ambassador.

Uni-level Rank access is as follows:

Member:

Executive:

Manager:

Director:

Presidents Club: Ambassador: Global Ambassador:

Level 1 – 4

Level 5 – 6

Level 7 – 8

Level 9

Level 10 + 1% total Infinity Bonus from Level 11 through infinity Level 10 + 1.5% total Infinity Bonus from Level 11 through infinity Level 10 + 2% total Infinity Bonus from Level 11 through infinity

Member Uni-level Bonus payout is based on a calendar week, starting Saturday and goes through Friday. Uni-level earnings are posted in real-time as new members become part of your Uni-level team.

Members can access current Uni-level earnings details in their FINOCEAN back office portal under “Finance” > “Uni-level”. Members may check team member count in their FINOCEAN back office portal under “Networks” > “Uni-level Tree” or “Uni-level Report”. Members can also access past Uni-level weekly earnings under “Finance” > “Balance”.

Uni-level Bonus payouts are calculated on Saturdays at 12pm EST, for any earnings generated from the previous Saturday through Friday.

If a member reaches their Bull CAP, they will have until Friday at 11:59pm EST to Renew their Trade Contract before they lose any Uni-level commissions that were generated after the Bull CAP was reached.

4. Forced Matrix Bonus. The Forced Matrix Bonus is derived from the 20% Withdraw Fee (see Section 5 Subsection 2.2). 50% of the Withdraw Fee pays the Forced Matrix Bonuses. (i.e. a member withdrawing \$200 would be charged a Withdraw Fee of 20%, which is \$40 USD and 50%, which is \$20 USD, of the Withdraw Fee would be added to the Forced Matrix Bonus for the next pay period).

Unlike the Uni-level, that may contain any number of members on any level, the 3X10 Matrix is fixed in shape and size. Matrix level 1 may only ever contain 3 member positions, level 2 may only ever contain 9 member positions and so on, with a potential increase in multiples of 3.

The Matrix structure and payout percentages are as follows:

Level:	Positions:	% Paid:
1	3	3
2	9	3
3	27	3
4	81	5
5	243	6
6	729	10
7	2,187	30
8	6,561	20
9	19,683	10
10	59,049	10

The Matrix fills from left-to-right, and from top-to-bottom. Each member has their own 3X10 Matrix. Each Matrix is part of their sponsor’s Matrix above them. As the Matrix is fixed in structure, it is possible to have members added to your Matrix from sponsors above, which is known as “Spill Over”, as it is a Team Forced Matrix. Spill Over is not guaranteed and is based on the growth of the team above your Matrix. Forced Matrix earnings are posted in real-time as members withdraw funds from their Balance to their BTC Wallet. Members access current Forced Matrix earnings details in their FINOCEAN back

office portal under “Finance” > “Matrix”. Members can also access past Matrix earnings under “Finance” > “Balance”.

Forced Matrix Bonuses are calculated and paid to members’ Balance on the 1st and the 16th of each month at 12pm EST. The Forced Matrix Bonus contributes towards reaching the 200% of the Bear Capital of each member Trade Contract.

5. Matching Matrix Bonus. The Matching Matrix Bonus is derived from the 20% Withdraw Fee (see Section 5 Subsection 2.2). 10% of the Withdraw Fee pays the Matching Matrix Bonus. Each personally sponsored FIN member, qualifies their sponsor to receive a Matching Matrix Bonus equal to 10% of the Forced Matrix Bonus earnings the personally sponsored FINOCEAN member received for any Forced Matrix Bonus pay period.

There is NO limit to the number of personal referrals a member may sponsor into their FINOCEAN Forced Matrix, therefore, there is no limit to the Matching Matrix Bonuses a member may receive. The Matching Matrix Bonus contributes towards reaching the 200% of the Bull Capital of each member Trade Contract. The Matching Matrix Bonus is calculated and paid when the Forced Matrix Bonuses are calculated and paid, on the 1st and 16th of each month at 12pm EST. Members can access current Matching Matrix Bonus earnings details in their FINOCEAN back office portal under “Finance” > “Matrix Matching”. Members can also access past Matching Matrix Bonus details under “Finance” > “Balance”.

6. Global Leadership Bonus. The Global Leadership Bonus is derived from the 20% Withdraw Fee (see Section 5 Subsection 2.2). 40% of the Withdraw Fee pays the Global Leadership Bonus. The Global Leadership Bonus is calculated through the last day of the month and paid out on the 6th of the following month. The Global Leadership Bonus contributes towards reaching the 200% of the Bull Capital of each member Trade Contract.

Members can access Global Leadership Bonus earnings details in their FINOCEAN back office portal under “Finance” > “Leadership Bonus”. Members can also access past Global Leadership Bonus details under “Finance” > “Balance”.

Members that qualify for the President’s Club, Ambassador, and Global Ambassador ranks earn an additional bonus. Access to Global Leadership Bonuses is as follows:

- Presidents Club:** **Additional 1% of Uni-level team from Level 11 through infinity.**
- Ambassador:** **Additional 1.5% of Uni-level team from Level 11 through infinity**
- Global Ambassador:** **Additional 2% of Uni-level team from Level 11 through infinity**

7. Matching Global Leadership Bonus. When a member of your downline organization reaches the same rank as you, starting on President’s Club and above, the Matching Global Leadership Bonus will reward you with 50% of the monthly check amount that your downline member, who made the same rank as you, receives from their Global Leadership Bonus.

If another downline member, in the same lineage as the member that reached the same rank as you, also reaches the same rank as both of you, then the member on the level closest to you in the downline organization will receive 50% of the monthly check amount that your other downline member, who made the same rank as both of you, receives from their Global Leadership Bonus. You will receive 50% of the monthly check amount that your downline member on the level closest to you in the downline organization, who made the same rank as you, receives. This repeats over and over again for as many downline members in each lineage, that reach the same rank as you. There is NO limit to the number of Matching Global Leadership Bonuses you may receive monthly. However, you must maintain or increase your rank in order to receive the Matching Global Leadership Bonus each month.

The Matching Global Leadership Bonus contributes towards reaching the 200% of the Bull Capital of each member Trade Contract. The Matching Global Leadership Bonus is calculated through the last day of the month and paid out on the 6th of the following month.

8. Leadership Prizes. These are another way FINOCEAN rewards its members for their hard work and effort. When members achieve new rank levels for the **FIRST** time, starting with the Associate rank, they are rewarded with a prize, which is pre-selected by FINOCEAN that is specific to each rank, based on the rank achieved. As the member achieves higher and higher ranks, the value of the prizes goes up accordingly. Each member may only earn each Leadership Prize once. FINOCEAN may change the prize, value of the prize, etc. at any time, at FIN's sole discretion without notice.

Leadership Prizes DO NOT contribute towards reaching 200% of the **BULL Capital** or the **BEAR Capital**. Receiving your physical leadership prize must be done at an Official FIN Live event. A USD value is also offered for members that chose to receive a payout rather than a prize. This payout is sent in BTC directly to the members personal BTC wallet. The current prizes and values are located in the FIN back office portal under "Finance" > "Leadership Prizes".

Prizes will be available to claim from the 1st to the 5th day of the following month, from which you earned the prize. If you have not claimed your prize by the 5th of the month, you will need to wait until the following month to claim. Any prizes requested between the 1st to the 5th of each month will be paid out starting on the 6th of that month. (i.e. You win a prize on January 14th, you can claim it between February 1st to 5th and will be paid out starting on the 6th).

You can only claim the highest rank prize earned during any certain calendar month. (i.e. If you went from Executive to Director in one month, you would only be able to claim the Director prize, not both the Manager and Director prizes).

Section 8

Breach of Contract

1. Severability. If any of the provisions of the Terms & Conditions are deemed to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

FINOCEAN may change, amend, delete or add to this Agreement or any of the terms and conditions contained in any policies or rules governing the Website, the Product(s) and/or the Service(s) at any time and in its sole discretion without notice. Any such changes will be effective upon the posting of the revised Agreement or such policies and rules on the Website, and the User is solely responsible for reviewing any such notice and the corresponding changes to the Agreement. User's continued use of the Website, the Product(s) and/or the Service(s) following any such revisions to the Agreement or such policies and rules, will constitute User's acceptance of such changes. If the User does not agree to any such changes, then the User must not continue to use the Website, Product(s) and/or the Service(s). The management board can change the FINOCEAN operation at any time without prior notice.

2. Dispute Resolution. All disputes arising out of or in connection with the present contract shall be finally settled under the rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration panel shall consist of one arbitrator only. The seat of the arbitration shall be determined by the FINOCEAN Legal team. The arbitral proceedings shall be conducted in English.

3. Jurisdiction. The Company reserves the right to change the jurisdiction of the Company and this Agreement at any time at its sole discretion.