

AFFILIATE ADVERTISING AGREEMENT

This Advertising Agreement (the "Agreement"), dated as of 12/3/2020 by and between Guardian Trading, A Division of Velocity Clearing, LLC a New Jersey corporation, located at 1301 Route 36, Suite 109, Hazlet, NJ 07730 ("Velocity Clearing"), and KPV CAPITAL LLC a LLC corporation, located at Austin, texas ("Referrer") (collectively, the "Parties").

WHEREAS, Velocity Clearing, LLC is a registered clearing firm under the U.S. Securities laws and operates a trading application (along with all future versions thereof, the "Trading Application") which permits customers of Velocity Clearing to place securities orders for execution by or through Velocity Clearing;

WHEREAS, Referrer operates a proprietary website and online investment advisory service serving the needs of active traders;

WHEREAS, Referrer desires to provide Velocity Clearing with promotional space on Referrer's website and to provide Users of Referrer's website (each a "User," and collectively "Users") with a hyperlink to the trading services offered by Velocity Clearing, including Velocity Clearing's Trading Application;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, on the basis of the representations, warranties, and covenants contained in this Agreement, agree, subject to the terms and conditions contained herein, as follows:

1. **Definitions. For the purposes of this Agreement.**

1.2 "Prospective Customer" shall mean prospective online customers of Velocity Clearing which are referred (to Velocity Clearing by Referrer.)

1.3 "Referred Customer" shall mean a Prospective Customer that, in Velocity Clearing, LLC's sole judgment, has satisfied its prevailing account pre-qualification requirements, and its policies and procedures, as those requirements may be modified or amended by Velocity Clearing from time-to-time.

2. **Parties' Obligations.**

2.2 Once a User accesses the Trading Application, Referrer has no obligation with respect to the activities conducted by such User on, through, or in connection with such Trading Application. Upon such access, and subject to Velocity Clearing LLC's acceptance and the User's completion of Velocity Clearing account documentation, User will become a Referred Customer of Velocity Clearing, LLC

2.3 Referrer is Prohibited from conducting any of the following actions:

2.3.4 Describing Velocity Clearing LLC services to Users; provided, however, that Referrer may distribute materials.

2.3.5 Prepared or approved by Velocity Clearing but shall not have any responsibility for or obligation with respect to any such materials;

2.3.6 Becoming involved in the financial services offered by Velocity Clearing, including, without limitation, by:

- 1 (A) opening, approving, maintaining, administering, or closing customer brokerage accounts with Velocity Clearing;
- 2 (B) soliciting, processing, or facilitating securities transactions relating to customer brokerage accounts with Velocity Clearing;
- 3 (C) extending credit to any customer for the purpose of purchasing securities through, or carrying securities with, Velocity Clearing;
- 4 (D) answering Velocity Clearing, LLC customer inquiries or engaging in negotiations involving brokerage accounts or securities transactions;
- 5 (E) accepting customer securities orders, selecting among broker-dealers or routing orders to markets for Velocity Clearing execution;
- 6 (F) handling funds or securities of Velocity Clearing customers, or effecting clearance or settlement of customer securities trades;
- 7 (G) resolving or attempting to resolve any problems, discrepancies, or disputes involving Velocity Clearing customer accounts or related transactions; or

8 (H) recommending or endorsing specific securities, giving advice or promulgating analyses or reports on the value of securities and/or the advisability of investing in securities;

2.3.7 Recommending or endorsing securities, services or products, or taking part in any way in the brokerage services, offered by Velocity Clearing, including, without limitation, the opening, maintenance, administration, or closing of brokerage accounts, or the solicitation, entry, or execution of orders for a User or Referred Customer;

2.3.8 Providing assistance in resolving problems, discrepancies, or disputes involving brokerage accounts or related securities transactions, or answering questions or engaging in negotiations involving brokerage accounts or related securities transactions;

2.3.9 Selecting broker-dealers or market centers to which to route orders for Referred Customers;

2.3.10 Handling customer funds or securities related to securities orders transmitted to Velocity Clearing or effecting clearance and settlement of Referred Customer trades; or

2.3.11 Extending credit to any User for the purpose of purchasing securities through, or carrying securities with, Velocity Clearing.

2.4 Notwithstanding any of the foregoing, Velocity Clearing shall be solely responsible for compliance and shall comply fully with all applicable legal and regulatory requirements including, without limitation, the provisions of the Securities Act of 1933, as amended; the Securities Exchange Act of 1934, as amended; the "blue sky" or other securities laws of those states in which Velocity Clearing conducts its business; and any applicable rules, regulations, or requirements of the Securities and Exchange Commission, the National Association of Securities Dealers, Inc., and any exchange of which Velocity Clearing is a member.

3. **Payments:**

3.2 Advertising Velocity Clearing shall pay Referrer a fee (the "Fee") that will consist of a referral fee on a tiered basis (see Schedule A). The Referral Fee shall be for each account that is opened and funded with at least **\$40,000.00** and remain funded for **at least 60 days** upon

funding and trade within a reasonable amount for a Pattern Day Trader. This contract will run for **6 months** and will be re-evaluated thereafter. The referral fee shall be capped at **\$60,000.00 a month**.

3.3 Velocity Clearing shall pay the Fee to Referrer by check to the Referrer's address listed above in this Agreement, within ten business days after the end of any month. Each Referral Fee payment shall be accompanied by a commercially reasonable report detailing accounts opened and funded by Referred Customers within the applicable month.

3.4 The Referral Fee per account will not vary in relation to any criteria, including, without limitation, the aggregate dollar amount of the account at the time it was funded, or the amount of commission or other compensation in any form received by Velocity Clearing in connection with such account. Based upon the foregoing, the Parties intend and agree that the payment of the Referral Fee shall not constitute the splitting with or payment to Referrer of commissions, mark-ups, mark-downs, or other transaction-based compensation Velocity Clearing shall maintain for at least a period of two (2) years complete and accurate records with respect to the calculation of all Fees due under this Agreement and the transactions relating thereto. Referrer shall have the right to audit such records upon reasonable notice.

3.5 During the Term, Referrer shall display at least 1 banner ad or other advertisement on some or all of the following web sites: All such banner advertisements shall promote the relationship between the Parties and shall link to an area of Velocity Clearing.

3.6 Each Prospective Customer that becomes a Referred Customer of Velocity Clearing under this Agreement shall be the customer of Velocity Clearing for securities brokerage purposes and not the customer of Referrer. Referrer shall not knowingly, either solely or in concert with other parties, market to any Referred Customers for the purpose of inducing them to terminate their brokerage relationship with Velocity Clearing and/or to open a brokerage account with another broker. This provision shall survive the termination of the Agreement for one calendar year from the date of termination.

4. **Term and Termination**

4.2 The initial term of this Agreement (the "Initial Term") shall commence as of the date first set forth above and shall continue for a period of one (1) year, to be automatically renewed for successive one (1) year term(s) (each a "Renewal Term") unless written notice of termination is given to the other Party thirty (30) days prior to end of the Initial Term, or

Renewal Term as the case may be. Velocity Clearing may terminate this agreement anytime without cause within 1 days' notice.

4.3 This Agreement may be terminated by either party if the other party defaults in the performance of a material obligation hereunder, and such default is not cured within ten (10) days after written notice is received from the non-defaulting Party. This Agreement also may be terminated by either party at any time upon thirty (30) days' prior written notice.

4.4 Referrer shall acquire no right to disclose, and shall not disclose, without Velocity Clearing prior written consent, the terms or existence of this Agreement. Referrer shall acquire no right to use, and shall not use, without Velocity Clearing prior written consent, the names, characters, artwork, design, trade names, copyrighted materials, trademarks, or service marks of Velocity Clearing, its related or subsidiary companies, parent, employees, directors, shareholders, assigns, successors or licensees, except in accordance with this Agreement.

5. **Non-Exclusive.** Velocity Clearing acknowledges that Referrer may enter into arrangements similar to those set forth in this Agreement with other similarly situated parties, including competitors of Velocity Clearing. Except as provided herein with respect to Referred Customers, nothing in this Agreement shall restrict the ability of Referrers to enter into any arrangement with any other party, and the existence of any such arrangement shall not constitute a breach of this Agreement.

6. **Representations, Warranties and Covenants:**

6.2 Each Party represents, warrants, and covenants to the other Party that (i) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (ii) the execution of this Agreement by it, and the performance by it of its obligations and duties hereunder, do not and will not violate any agreement to which it is also a Party or by which it is otherwise bound; and (iii) when executed by it, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms.

6.3 Referrer represents and warrants that in its performance hereunder, it shall obey all applicable laws, regulations and rules of any government body or agency or other competent authority.

7. **Disclaimer of Representations and Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SUBJECT MATTER HEREOF. THE SERVICES HEREUNDER ARE PROVIDED "AS IS" AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY SPECIFICALLY DISCLAIMED.

8. **Indemnification**

8.2 Each party (the "Indemnifying Party") shall indemnify and hold harmless the other Party and its affiliates, subsidiaries and successors and its and their past or present directors, officers, employees and agents (collectively, the "Indemnified Party") from and against any and all claims, suits, actions, loss, costs, damages, liability, or other expense asserted by a third party, in each case as incurred, in any way resulting from the actual or alleged breach of any obligation, representation, warranty, or covenant by the Indemnifying Party under this Agreement or from the actual or alleged acts or omissions of the Indemnifying Party or the Indemnifying Party's past or present directors, officers, employees or agents in connection with this Agreement or the performance thereunder, provided that the Indemnified Party shall give the Indemnifying Party reasonable notice of any claim for indemnification hereunder and provided further that the Indemnifying Party shall permit the Indemnified Party to reasonably control the defense or settlement of any such claim or cause of action, including permitting the Indemnified Party to select counsel of its choice.

8.3 The Indemnifying Party, with respect to any such claim or cause of action, shall permit the Indemnified Party to monitor any defense or settlement conducted by the Indemnifying Party, and shall obtain the written approval of the Indemnified Party (which approval shall not be unreasonably withheld) prior to settling any claim or cause of action covered by this provision. Both the Indemnifying Party and Indemnified Party shall cooperate in the defense or settlement of any claim or cause of action covered by this provision.

9. **Confidentiality.** Each party will regard and preserve as confidential any and all information related to the business of the other, its parent company and its subsidiaries and affiliated companies and its or their clients that may be obtained from any source as a result of this Agreement (the "Confidential Information"). Neither party will, without first obtaining the other's prior written consent, disclose to any person, firm or enterprise, or use for its benefit, any such Confidential

Information including information relating to the pricing, methods, processes, financial data, lists, apparatus, statistics, programs, research, developments or related information of the disclosing party, its parent company and its subsidiaries, affiliated companies or its or their clients concerning past, present or future business activities of said entities. The aforesaid Confidential Information shall not include information that (i) becomes generally available to the public other than as a result of disclosure by the recipient or anyone to whom it transmits the information, (ii) was available to the recipient on a non-confidential basis prior to the disclosure to it by the disclosing party, (iii) becomes available to the recipient on a non-confidential basis from a source other than the disclosing party who is not bound by a confidentiality agreement with the disclosing party, (iv) was known to the recipient or in its possession prior to the date of disclosure by the disclosing party, (v) is independently developed by the recipient without reference to the Confidential Information provided by the other party, or (vi) is required to be disclosed by legal process or law, provided that the receiving party will give written notice to the disclosing party immediately upon learning of such requirement so that the disclosing party may seek a protective order or other appropriate remedy or may waive compliance with the terms of this Agreement.

9.2 Customer Information. As between Velocity Clearing and Referrer, Customer Information (as defined below) is and will remain the sole and exclusive property of Velocity Clearing and shall be treated by Referrer as Confidential Information of Velocity Clearing. "Customer Information" means all data and information pertaining to or identifiable to a Velocity Clearing customer, prospect or user of a Velocity Clearing Service (as defined below) including without limitation, (i) name, address, email address, password, personal financial, information, personal preferences, demographic data, marketing data, data about securities transactions, credit data, or any other identification data; (ii) any information that reflects customers', prospects' or users' interactions with a Velocity Clearing Service, including but not limited to, information concerning computer search paths, any profiles created or general usage data; or (iii) any data otherwise submitted by customers, prospects, or users in the process of registering for or using a Velocity Clearing Service. "Velocity Clearing Service" means any service, including without limitation financial or brokerage services, that Velocity Clearing makes available to its customers, prospects, and users through Web sites, desktops, email, wireless devices, or from any other communications channel developed, owned, licensed, operated, hosted, or otherwise controlled by Velocity Clearing or any Velocity Clearing affiliate.

9.3 Use of Customer Information. Without limiting any other warranty or obligation specified in this Agreement, and in particular the confidentiality provisions of this Section 9 of this Agreement, during the term of this Agreement and thereafter in perpetuity, Referrer will not gather, store, or use any Customer Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise transfer any Customer Information to any third party, except as expressly provided in this Agreement or as Referrer may be expressly directed in advance in writing by Velocity Clearing. Referrer hereby agrees to indemnify and hold harmless Velocity Clearing and its affiliates against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from Referrer's misuse or alleged misuse of Customer Information.

9.4 Retention of Customer Information. Referrer will not retain any Customer Information for any period longer than necessary for Referrer to fulfill its obligations under this Agreement. As soon as Referrer no longer needs to retain such Customer Information in order to perform its duties under this Agreement, Referrer will promptly return or destroy all originals and copies of such Customer Information.

10. **General**

10.2 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of New Jersey, without regard to its provisions of conflict of laws. Each party hereby consents to the personal jurisdiction of the State of New Jersey, acknowledges that venue is proper in any state or Federal court in the State of New Jersey, agrees that any action arising out of or related to this Agreement must be brought exclusively in a state or Federal court in the State of New Jersey, and waives any objection it has or may have in the future with respect to any of the foregoing.

10.3 Assignment. Velocity Clearing may assign its rights or delegate its obligations hereunder to its affiliate, upon notice to Referrer. Otherwise, neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party. This Agreement shall be binding on and shall inure solely to the benefit of the Parties and their respective successors and permitted assigns, and none of the provisions of this Agreement are intended to be, nor shall they be construed to be, for the benefit of or enforceable by any person not a Party hereto.

10.4 Notices. Any and all notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if: (i) sent by Federal Express or other commercial overnight courier or (ii) sent postage prepaid by registered or certified mail, return receipt requested, in any event addressed as follows:

If to Velocity Clearing:

1301 Route 36

Suite 109

Hazlet, NJ 07730

Email: guardian.info@velocityclearingllc.com

Telephone: 203-256-1367

If to Referrer

karthikeya vemperala

13501 metric blvd

Unit 14

Austin TX 78727

10.5 No Agency. Nothing in this Agreement is intended to or shall be construed to constitute an agency, joint venture, partnership or fiduciary relationship between the Parties and no Party shall have the right or authority to act for or on behalf of the other Party, except as is otherwise provided herein.

10.6 Entire Agreement: Amendment. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior written or oral proposals, understandings, agreements and representations, all of which are merged herein. No amendment or modification of this Agreement shall be effective unless it is in writing and executed by the Parties.

10.7 Severability. If any provision of this Agreement is determined to be unenforceable, such provisions shall be ineffective only to the extent unenforceable and the remainder of such provision and all other provisions of this Agreement shall remain in full force and effect.

10.8 Limitations of Liability. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM PERFORMANCE UNDER OR FAILURE OF PERFORMANCE OF ANY PROVISION OF THIS AGREEMENT (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. NOTWITHSTANDING THE FOREGOING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 11.7 SHALL NOT APPLY IN THE EVENT OF A BREACH OF SECTION 10 (CONFIDENTIALITY), OR IN CONNECTION WITH AMOUNTS PAYABLE PURSUANT TO SECTION 9 (INDEMNIFICATION) HEREOF.

10.8 Waiver. No provision of or right under this Agreement shall be deemed to have been waived by any act or acquiescence on the part of either Party, its agents or employees, except by an instrument in writing signed by an authorized officer of the Party to be charged. No waiver of a breach of, or default under, this Agreement shall be effective as to any other breach or default of this Agreement, whether of the same or similar nature, and whether occurring before or after the date of such waiver.

10.9 Interpretation. The Parties hereto acknowledge and agree that (i) each Party and its representatives has reviewed and negotiated the terms and provisions of this Agreement; (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to each Party hereto and not in favor of or against either party regardless of which Party was purportedly responsible for the preparation of any aspect of this Agreement.

10.10 Counterparts: Facsimiles. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimiles shall be deemed to be originals.

10.11 Press Releases. Neither Party shall issue any public statements regarding this Agreement, the services to be provided hereunder, or any other Party, without the prior written approval of the other Party.

10.12 Survival. The provisions set forth in Section 7, Section 8, Section 9 and this Section shall survive the termination of this Agreement.

VELOCITY CLEARING, LLC

DocuSigned by:

Don Hensley

40939980743246A...

By: _____

VP Institutional Sales

Title: _____

Date: 12/3/2020

REFERRER

DocuSigned by:

[Signature]

4C6FE9C6971847C...

By: _____

Managing director

Title: _____

Date: 12/3/2020

SCHEDULE A

Payment for Customer Referrals Grid

Consisting of 2 elements,

- 1. Qualified Referral Number Count (in total for the life of this agreement). These are the “Referred Customer” outlined in the agreement.
- 2. Payment tier, 1 time payout per referred customer.

Qualified Referral Number, Total	Payout per Qualified Referral
0 thru 3	\$0 per account
4 thru 10	\$250 per account
11 through 30	\$350 per account
31 and up	\$400 per account