TERMS AND CONDITIONS

DVFX is a digital marketing agency with 100% and exclusive focus on email marketing. We have significant experience in building and deploying B2C and B2B campaigns across a variety of industries and markets. We currently deploy messages for clients such as iForex, Sangoma Technologies, JL Money Financial Services, Uncle Buck Finance to name a few. We carry out a variety of services from devising the overall strategy, developing content, template design, populating HTML messages, deploying campaigns and post campaign reporting and analytics.

Marketing automation and email marketing is a valuable medium, however in order to gain the most from it requires significant resources and a variety of skills. All project outcomes will:

- Embody Client's brand values, growing and maintaining awareness of the brand
- Be developed to provide time and cost efficiencies in the long term
- Encourage purchasing by promoting special offers and targeted messages
- Generate behavioural data which will improve understanding of customer needs

We believe you would benefit from the items listed in the scope of work below.

Email Campaigns Strategy

We believe implementing a lead nurture and follow up program should be a priority the client. A well developed program will compliment the current 1-1 sales activities and provide a regular education channel to ensure that the client's brand remains top of mind throughout the following 6 months.

We propose delivering a marketing automation strategy and an editorial calendar that will define what content to be sent, when this will be sent and to whom it will be sent.

We will:

1. Develop an month editorial plan designed to reflect the needs of the client's customers, and provide inspiring articles across a range of topics for use in the newsletters and on the website.
   The content will be developed to generate the maximum amount of behavioural data from the subscribers interactions with the content, which will allow DVFX to report on subscriber preferences and to provide the platform for subsequent segmentation and personalisation.

2. Conduct intensive pre-delivery testing of all aspects of the process, including the likely effect of Spam filters, to ensure maximum deliverability.

3. Populate, build and deploy HTML and text versions of the regular mailings to a standard that optimises delivery and HTML rendering in all major email clients.

Email Campaigns Build (Content)

Our email production specialists will deliver:

Templates that are optimised for:

- Adherence to industry best practices

- Inbox delivery

- Rendering in major email Clients / browser and OS combinations

- Readability - both with images turned on and off

- Subscriber interaction - behavioural data generated by subscriber's interaction with the content will provide valuable information on interests and preferences.

- This will facilitate future segmentation and generate feedback on the most desired content

All messages built and deployed undergo:

- Intensive pre-delivery testing of all aspects of the process, including the likely effect of Spam filters, to ensure maximum deliverability.

- Populating, building and deployment of HTML and text versions of all mailings to a standard that optimises delivery and HTML rendering in all major email clients

Email Campaign, Reporting & Optimization

Campaign Management is an integral part of the service we provide. Our focus on email gives us a unique combination of quality, experience and vision. This focus has enabled us to have specialists in every aspect of email marketing and marketing automation, which gives us an advantage over both internal departments and other agencies as we are able to offer the best service in every aspect of email marketing and marketing automation.

We offer a single point of contact which ensures that you realize the maximum benefits with the lowest possible demands on your time. We're passionate about designing and deploying perfect email campaigns and marketing automation solutions. This requires significant campaign management, especially when deploying newsletters in multiple regions and languages.

In order to deploy the best possible campaigns, you need the best designs, copy, HTML, trafficking, testing and analysis. Unfortunately, as each aspect requires a different and specific skill set, it is not likely that the best designer is also the best data analyst - which is where our Campaign Management makes all the difference.

Our specialists will regularly monitor your email campaigns to ensure the following are optimized at any point in time for maximum results:

- Subject lines
- Email content
- Email frequency
- Email format
- Segments the campaign is sent to, etc

Email Marketing Best Practices Advisory

DVFX will provide expert email marketing and best practices to help the Client achieve maximum ROI from its email marketing campaigns. Our email specialists will review and critique each email newsletter for factors such as:

- Adherence to industry best practices

- Inbox delivery

- Rendering in major email Clients / browser and OS combinations

- Readability - both with images turned on and off

- Subscriber interaction - behavioural data generated by subscriber's interaction with the content will provide valuable information on interests and preferences.

- This will facilitate future segmentation and generate feedback on the most desired content

Our specialists will provide an expert opinion on the campaign achieving its intended goal and where necessary, provide guidance on any points for improvement in the campaign.

Lead Capture and Lead Qualification

Includes:

- Customization of the system with client branding and business details (contact details, legal disclaimers, etc)

- Assistance with integrating all website lead capture forms so that all new leads are captured in a centralized location and automatically inserted into the automated marketing flow. We will work with your web specialist to provide the relevant web code. Leads would be stored both in the marketing CRM and in the trading platform CRM.

- Setup of a lead survey form/questionnaire to better understand the existing leads in the database as well as segment new incoming leads

PDF Ebook Content, Design & Production

eBook concept, content, design and delivery. Includes:

- Ebook concept/topic

- Original content (approx. 15 pages)

- Proofreading, revisions etc

- Table of contents

- Images

- Custom ecover and 3D graphics

Language: Norwegian

Landing Pages

Landing pages are the first point of contact of the lead with the brand and can make the difference between the prospect registering with the client's brand or a competitor's.

We will produce engaging, professional-looking landing pages that will include:

1. A strong attention-grabbing headline that will prompt the user to remain on the page and continue reading

2. Strong pre- and post-headlines (where needed) to frame what is being offered and introduce additional conversion-boosters such as scarcity

3. An attractive optin box to ensure clarity on the next step the visitor needs to take

4. Description of the lead magnet to entice the user to optin

5. Graphical elements proven to boost response rates

6. Conduct intensive pre-delivery testing of all aspects of the process, including page loading speed and responsiveness of the design, to ensure the highest conversion rate

NEXT STEPS

1. Please read the contract on the previous page to make sure you understand all the details involved with us working together. It's really important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.

2. If you have any questions at all, please let us know. We're happy to clarify any points and there may be some items that we can sort out together. We're committed to finding the best way to work together.

3. Once you feel confident about everything and are ready to move forward, please click the 'sign here' button below.

4. Sign in the box that pops up to make the acceptance official.

5. Once we receive notification of your acceptance, we'll contact you shortly to sort out next steps and get the project rolling.

6. We'll email you a separate copy of the signed contract for your records.

7. If you'd like to speak to us by phone, don't hesitate to call

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Tiz Gambacorta

Laurent Perron
BFMVIP

Non Disclosure Agreement

The Client and the Provider are discussing and from time to time, will have discussions in connection with the provisioning of digital marketing services and other related services, including, without limitation, the disclosure of certain Confidential Information and/or Trade Secrets relating to the provision of such products and/or services (each such discussion is hereinafter referred to individually as a "Discussion").

In order to protect the Parties' substantial investment in their Confidential Information and Trade Secrets and to protect the goodwill associated with their customer, client and contractor relationships, the Parties have agreed to abide by the terms and conditions of this Agreement.

This Non Disclosure Agreement shall expire twenty-four (24) months from the date of the signing of the agreement below. Notwithstanding the termination of this Agreement, each party agrees to treat such Confidential Information as confidential for a period of five (5) years from the date of receipt unless otherwise agreed to in writing by both parties.

Definitions. The following terms shall have the following meanings when used in this Non Disclosure Agreement:

(a) "Confidential Information" shall mean the proprietary and confidential data or information of a Party, other than "Trade Secrets" (as defined below), which is of tangible or intangible value to that Party and is not public information or is not generally known or available to that Party's competitors but is known only to that Party and those of its employees, independent contractors, consultants or agents to whom it must be confided in order to apply it to the uses intended, including, without limitation, information regarding that Party's customers or prospective customers, marketing methods, business plans and/or rates gained by the other Party as a result of the other Party's participation in a Discussion. Confidential Information shall not include information which: (i) at the time of disclosure to Receiving Party is in the public domain through no act or omission of Receiving Party; (ii) as shown by written records, is already known by Receiving Party; (iii) is revealed to Receiving Party by a third party who does not thereby breach any obligation of confidentiality and who discloses such information in good faith; (iv) is independently developed by the Receiving Party without breach of this Nondisclosure Agreement; or (v) is disclosed by Receiving Party pursuant to any law of England; or pursuant to the order of any court or governmental agency; or is disclosed by Receiving Party pursuant to the rules and regulations of any governmental agency provided, however, that the Receiving Party shall first give notice to the other Party and shall reasonably assist the other Party in its efforts to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purpose for which the order was issued.

(b) "Entity" shall mean any person, partnership, joint venture, agency, governmental subdivision, association, firm, corporation or entity.

(c) "Trade Secrets" shall mean that portion of Confidential Information which constitutes trade secrets, as defined by applicable law and including, without limitation, confidential computer programs, software, designs, processes, procedures, equipment, data, reports, product specifications, formulas, improvements, on-line terminal designs, software applications and knowledge of the existence and/or negotiation of any existing or proposed contracts with third parties, whether copyrightable or not.

Nondisclosure; Ownership of Proprietary Property.

(a) Each Party hereby acknowledges that it is in the best business interests of the other Party to insist on the strict confidentiality of any of its Trade Secrets and Confidential Information that may be disclosed as a result of a Discussion.

(b) In recognition of the Parties' need to protect their legitimate business interests, each Party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a Trade Secret or Confidential Information of the other Party as strictly confidential and wholly owned by the other Party and that it will not, for any reason or in any manner, either directly or indirectly, use, sell, lend, lease, distribute, license, give, transfer, assign, show, disclose, disseminate, reproduce, copy, appropriate or otherwise communicate any such item of information or data to any person or Entity for any purpose other than strictly in accordance with the express terms of this Agreement or any other written agreement between the Parties. Each Party agrees that it will not disclose any Client Trade Secret or Confidential Information to any contractor or consultant, including the Party's attorneys, ("Agent"), unless and until such Agent has first executed and returned to the Client Legal Department the Confirmation Agreement attached hereto, wherein such Agent acknowledges that it has reviewed and understood this Agreement and that it acknowledges the confidential and proprietary nature of the Confidential Information and Trade Secret(s), and agrees that Client may enforce the terms of this Agreement against such Agent in the event Agent breaches the obligations set forth in the Confirmation Agreement. With regard to each item of information or data constituting a specifically identified Trade Secret, the covenant in the first sentence of this section shall apply at all times during a Discussion and shall survive expiration of this Agreement.

(c) Each Party shall exercise reasonable efforts to ensure the continued confidentiality of all Trade Secrets and Confidential Information known by, disclosed or made available to that party or that Party's employees or personnel during a Discussion. Each Party shall immediately notify the other Party of any intended or unintended, unauthorized disclosure or use of any Trade Secrets or Confidential Information by that Party or any other person of which that party becomes aware. Each Party shall assist the other Party, to the extent necessary, in the procurement or any protection of the other Party's rights to or in any of the Trade Secrets or Confidential Information.

(d) Upon termination of a Discussion, or anytime at the specific request of the other Party, or upon the execution of any agreement resulting from a Discussion containing provisions that expressly supersede the provisions of this Agreement, each Party shall return to the other Party all written or descriptive materials of any kind that contain or discuss any Confidential Information or Trade Secrets, and the confidentiality obligations of this Agreement shall continue until their expiration under the terms of this Agreement.

Binding Effect and Assignability. The rights and obligations of each Party under this Agreement shall inure to the benefit of and shall be binding upon any subsidiary, affiliate, successor or permitted assign of or to the business of such Party, to the extent provided below. Neither this Agreement nor any rights or obligations of either Party under this Agreement shall be transferable or assignable by that Party without the prior written consent of the other Party, and any attempted transfer or assignment of this Agreement by either Party not in accordance herewith shall be null and void. Notwithstanding the foregoing, Client may assign this Agreement immediately, without the prior written consent of the other Party (a) to any entity that controls, is controlled by, or is in common control with Client or (b) to any successor in interest to Client or (c) if necessary to satisfy the rules, regulations and/or orders of any federal, state or local governmental agency or body.

Severability. All sections and subsections of this Agreement are severable, and the unenforceability or invalidity of any of the sections or subsections of this Agreement shall not affect the validity or enforceability of the remaining sections or subsections of this Agreement, but such remaining sections or subsections shall be interpreted and construed in such a manner as to carry out fully the intention of the parties.

Waiver. The waiver by either Party of a default or breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent default or breach of the same or of a different provision by that Party. No waiver or modification of this Agreement or of any covenant, condition, or limitation contained in this Agreement shall be valid unless in writing and duly executed by the Party or Parties to be charged therewith.

Miscellaneous. This Non Disclosure Agreement contains the complete agreement concerning the arrangement between Instep Technologies and Client regarding its subject matter, as of the date hereof, and supersedes all other similar agreements or understandings between the parties, whether oral or written, consistent or inconsistent, with this Agreement. This Non Disclosure Agreement may not be amended by the Parties except by a writing executed by both Parties. Any Exhibit to this Agreement is to be deemed a part of this Non Disclosure Agreement and the contents of any such Exhibit are hereby incorporated by this reference into this Agreement.