

Spread Sharing Agreement for Spondulix P2P Trading Operation

This Spread Sharing Agreement (the "Agreement") is made on [DATE] between:

1. [YOUR FULL LEGAL NAME], residing at [YOUR ADDRESS] (hereinafter referred to as the "Primary Trader")
- and
2. [BUSINESS OWNER'S FULL LEGAL NAME], residing at [BUSINESS OWNER'S ADDRESS] (hereinafter referred to as the "Trading Partner")

WHEREAS, the Primary Trader supplies Spondulix trading terminals for peer-to-peer (P2P) trading, and the Trading Partner agrees to host and operate such a terminal in their business premises;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Spread Sharing Terms

1.1 Definition of Spread: For the purposes of this Agreement, "Spread" shall mean all income generated by the Spondulix trading terminal, including but not limited to transaction fees and any other charges associated with its use in P2P trading.

1.2 Spread Split: The Net Spread (as defined in Section 1.3) shall be split between the parties as follows:

- Primary Trader: 50%
- Trading Partner: 50%

1.3 Net Spread Calculation: Net Spread shall be calculated by deducting the following operational costs from the gross spread: a) Electricity costs directly attributable to the Spondulix trading terminal b) Internet connectivity costs necessary for real-time P2P trading operations c) Maintenance and repair costs of the trading equipment d) Any taxes or fees required to be paid on the spread generated from P2P trading

1.4 Payment Schedule: Spread sharing payments shall be made on a monthly basis. The Primary Trader shall calculate the Net Spread and the respective shares within 5 business days after the end of each trading month. Payment to the Trading Partner shall be made within 10 business days after the end of each trading month.

1.5 Reporting: The Primary Trader shall provide a monthly trading report to the Trading Partner detailing the gross spread, operational costs, and Net Spread calculation.

2. Responsibilities

2.1 Primary Trader Responsibilities: a) Maintain the Spondulix trading terminal in good working order b) Provide technical support and repairs as needed c) Calculate and distribute spread shares as per this Agreement

2.2 Trading Partner Responsibilities: a) Provide a suitable location for the Spondulix trading terminal within their business premises b) Ensure the terminal is accessible to trading clients during agreed-upon hours c) Manage liquidity by maintaining adequate cash reserves for P2P transactions d) Handle basic trading client inquiries related to the terminal's operation e) Report any malfunctions or issues to the Primary Trader promptly

3. Licensing and Legal Compliance

3.1 The Trading Partner agrees to run the Spondulix trading terminal under their personal trader name and accepts full responsibility for ensuring compliance with all applicable local laws and regulations regarding P2P trading and personal trading activities.

3.2 The Trading Partner shall obtain and maintain any necessary licenses or permits required for the operation of the Spondulix trading terminal.

3.3 The Primary Trader shall ensure that the Spondulix trading terminal complies with all relevant technical and safety standards for P2P trading operations.

4. Duration and Termination

4.1 Term: This Agreement shall commence on the date of signing and continue for an initial term of one (1) year.

4.2 Renewal: The Agreement shall automatically renew for successive one-year terms unless either party provides written notice of non-renewal at least 30 days prior to the end of the current term.

4.3 Termination: This Agreement may be terminated: a) By mutual written agreement of both parties b) By either party with 30 days' written notice c) Immediately by either party in the event of a material breach by the other party, if such breach is not cured within 15 days of written notice d) Immediately by either party if changes in applicable laws or regulations make the operation of the Spondulix trading terminal illegal or impractical

4.4 Effect of Termination: Upon termination, the parties shall conduct a final spread calculation and distribution. The Trading Partner shall allow the Primary Trader to remove the Spondulix trading terminal from the premises within 14 days of the termination date.

5. Confidentiality

5.1 Both parties agree to maintain the confidentiality of all information related to this Agreement, including but not limited to financial data, trading procedures, and any proprietary information regarding the Spondulix trading terminal.

5.2 This confidentiality obligation shall survive the termination of this Agreement for a period of two (2) years.

6. Miscellaneous

6.1 Entire Agreement: This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether oral or written.

6.2 Amendments: Any modifications to this Agreement must be made in writing and signed by both parties.

6.3 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of [SPECIFY JURISDICTION].

6.4 Dispute Resolution: Any disputes arising from or relating to this Agreement shall be resolved through good-faith negotiations between the parties. If such negotiations fail, the dispute shall be submitted to mediation before a mutually agreed-upon mediator.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Primary Trader:

[YOUR FULL LEGAL NAME]

Trading Partner:

[BUSINESS OWNER'S FULL LEGAL NAME]