



User Agreement

This User Agreement (“Agreement”) is an electronic agreement between you (“you”, “User”) and NBN Broker Ltd., a company duly incorporated and validly existing under the laws of Marshall Islands under registration number 107383, having its registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands, MH96960. (“NBN Broker”, “we”), that applies to your use of this Site, Platform, our mobile applications or any associated application programming interface (API) and all services, products, web-sites and content provided by NBN Broker (collectively “Services”).

PLEASE READ THESE AGREEMENT CAREFULLY AS IT REGULATES YOUR USE OF OUR SERVICES. DIGITAL CURRENCIES AND TOKENS CAN BE OF HIGH VOLITILITY AND PRESENT A SUBSTANTIAL RISK AS AN INVESTMENT AND TRADING INSTRUMENT. BY USING OUR SERVICES, YOU ACKNOLWEDGE THOSE RISKS, ACCEPT THIS AGREEMENT AND WILL NOT HOLD NBN BROKER LIABLE FOR YOUR ANY FINANCIAL LOSSES ASSOCIATED WITH OUR SERVICES.

By registering on this Site, you acknowledge and confirm that you have read, understood, and completely agree to be bound by this Agreement in effect, with its possible subsequent amendments and changes.

HOW YOU ACCEPT THIS AGREEMENT

This Agreement is considered to have been accepted by you under following conditions:

- you got familiarized with the conditions of this Agreement and all its essential parts (with any amendments and/or alterations thereto);
- you provide complete and accurate information including login, email and password, as well as enter the captcha code into the registration form in the “Register” tab located at NBN Broker web-site;
- you put the required symbol in the special box below the title “I accept the conditions of the User Agreement” in the registration form;
- you press the “Continue” button after completion of the registration form, which signifies your acceptance and understanding of the terms and conditions of this Agreement.

After you press the “Continue” button and see special message informing you about your successful registration, the registration process is considered completed and the terms and conditions of this Agreement (as defined in Section 1 below) are considered obligatory and applicable to you.

Attention: if you do not agree with the conditions of this Agreement, please do not register on the Site and do not use the Platform and/or Services.

1. TERMS AND DEFINITIONS

In addition to the other terms defined elsewhere in this User Agreement, the following terms shall have the meanings hereunder ascribed to them:

“Agreement” means this User Agreement with its essential and integral parts, as may be amended and/or altered from time to time in accordance with its terms.

Essential and integral parts of this User Agreement are:

- Privacy Policy, Cookie Policy, Anti-Money Laundering and Know Your Customer Policy, Services and Costs, Refund Policy and Fees & Limits;
- any other specific agreement concluded by NBN Broker, where it is directly stipulated by NBN Broker in the text of such agreement that it constitutes an essential part of this Agreement.

“Account” means functional part of the Platform that controls User Funds. For the purpose of this Agreement, the term Account shall include Personal Cabinet and all respective Personal Data and User Account Data.

“Affiliate” means with respect to any Person, an individual, corporation, partnership, firm, association, unincorporated organization or other entity directly or indirectly controlling, controlled by or under common control with such Person.

“Aggregate Data” means trading data and/or other information about your trading provided by you to the Platform and/or NBN Broker, in aggregate.

“Chat” means Platform’s function intended for instant messaging between Users.

“Confidential Information” means any information that you receive or learn as a result of using Services, or otherwise as a result of your access and use of the Platform, which is confidential or proprietary to NBN Broker, its Affiliates, and/or its third party licensors (including any Third Party Technology Provider), including any information derived from, or relating to Services or Platform, or associated with NBN Broker business operations, business plans, pricing, fee schedule(s), commission, financial data, technology, regardless of whether or not such information is designated as confidential.

“Cryptocurrency” means a cryptographically secured digital representation of value or contractual rights that uses distributed ledger technology and can be transferred, stored or traded electronically.

“Currency” means Cryptocurrency and/or Fiat Money.

“Currency Pair” means any two Currencies that are available to trade through the Platform by Transaction.

“Data” means all data and other information accessible from or generated by or through the Platform and/or otherwise provided to you by NBN BROKER hereunder, including, without limitation, information regarding bids, offers, pricing, spread, trading volume, block trades and liquidity.

“Account Top-Up” and any term derived means an advance payment operation involving a transfer of Funds to the Account by the User for the purpose of future Transaction with NBN BROKER.

“Exchange Rate” means the value of one Currency for the purpose of conversion to another.

“Fees” mean any rewards, charges and/or commissions paid to NBN BROKER by Users.

“Fiat Money” means government-issued currency, that is designated as a legal tender in its country of issuance on the legislative level.

“Funds” mean the amount of Cryptocurrency and/or Fiat Money that are placed into the Account and used during the execution of Transactions.

“Governmental Authority” means any national, federal, state, provincial, county, municipal or local government, foreign or domestic, or the government of any political subdivision of any of the foregoing, or any entity, authority, agency, ministry or other similar body exercising executive, legislative, judicial,

regulatory and/or administrative authority or functions of or pertaining to government, including any authority or other quasi-governmental entity established to perform any of such functions.

“IP Rights” means all rights in and to:

- the Site (and each component thereof);
- any and all of the Data; and/or
- all modifications, including custom modifications, whether made by or with the assistance of you or any other Person, to any of (i) and (ii), including in each case all patents, utility models, trade and service marks, rights in designs, get-up, trade, business or domain names, copyrights (whether registered or not and any applications to register or rights to apply for registration of any of the foregoing), rights in inventions, look and feel, software (frontend and back-end), know-how, techniques, methodologies, trade secrets and other confidential information, rights in databases and all other intellectual property rights and proprietary rights of a similar or corresponding character, which may now or in the future subsist in any part of the world and any rights to receive any remuneration in respect of such rights.

“Law” means all applicable laws, regulations, judgments, decrees, treaties, ordinances, orders and rulings, interpretations and statements of policy of any Governmental Authority or regulatory or self-regulatory organization, authority, agency or body, in each case which has jurisdiction over NBN BROKER, User, or their respective operations.

“Order” is a bid or offer entered by User on the Platform, which expresses User’s firm willingness to enter into Transaction with respective NBN BROKER Order.

“Person” means an individual, partnership, limited partnership, corporation, limited liability company, joint stock company, unincorporated organization or association, trust or joint venture, or other form of legal entity, or a Governmental Authority or political subdivision thereof. Person also means the Person’s Representatives, successors or permitted assigns.

“Personal Cabinet” means set of protected pages on the Platform that are created following User’s registration on the Platform, using which the User can place Orders for further execution of Transactions with NBN BROKER. The Personal Cabinet reflects information about placed and cancelled Orders, closed Transactions, available Funds and other information determined by the functions of the Site.

“Personal Data” means information that identifies an individual, such as name, address, email address, trading information and banking details. Personal Data does not include anonymized and/or aggregated data that does not identify a specific User.

“Platform” means the NBN BROKER’s trading platform, accessible using the internet and/or telecommunications networks via the Site and/or through NBN BROKER Workstation and/or such other graphical user interface, application program interface, mobile application or other front-end trading interface as NBN BROKER may establish or permit from time to time to enable registered and authorized Users to enter into Transactions.

“Privacy Policy” means rules of collection, storage, distribution and protection of Personal Data that NBN BROKER obtains from Users and that constitutes an essential part of this Agreement.

“Representative” means Person’s officers, directors, members, managers, employees, agents and/or any individuals authorized by the Law, constitutional documents, power of attorney or similar document.

“Reseller Model” means an operating trading model in accordance with which Transactions are performed on the Platform as further described in Clause 5.1 of this Agreement.

“Site” means set of information, texts, graphic and design elements, pictures, photo, video and other intellectual creations, as well as set of computer programs contained in the information system, which ensures the accessibility of this information at web-site including any sub-domains and, in the event the domain or content of the website should be changed for any reason, it shall include the website after any such changes.

“Spot Transaction” means a Transaction for the purchase or sale of one Currency in exchange for another Currency for settlement less than two Business Days after the time that such Transaction is entered into.

“Term” means the term of this Agreement that shall commence upon acceptance by you of this Agreement according to the procedure defined in the recitals of this Agreement and shall continue as long as you are authorized to use the Platform or any Services, subject to any earlier termination in accordance with this Agreement.

“Third Party Technology Provider” means a party, third party software and/or technology provider, whose products or services might assist NBN BROKER in maintenance and operation of the Site, Platform and/or Services.

“Transaction” means a Spot Transaction entered into on the Platform by the User with NBN BROKER as his counterpart, or by NBN BROKER with the User as its counterpart.

“User” means any Person, who is registered on the Platform and has agreed to the terms and conditions of this Agreement.

“User Account Data” means User’s data necessary to access and use the Platform, that includes: login, password, email and other data indicated during the registration process, as well as after it.

“Withdrawal” and any term derived means an operation involving a transfer of Funds from the User Account.

Other undefined terms and definitions that can be found in the text of this Agreement should be construed by the Parties in accordance with the laws of Marshall Islands.

2. SUBJECT MATTER OF AGREEMENT AND ELIGIBILITY

2.1. Subject Matter of the Agreement

Under this Agreement, NBN BROKER renders to the Users the following services:

- grants access to the Platform in order to perform Transactions;
- grants access to the Site, as well as to the Personal Cabinet and Account on the Platform;
- provides information necessary to use the Platform and perform Transactions.

NBN BROKER may render hereunder other services specified in this Agreement and/or that are from time to time made available on the Site or on the Platform.

NBN BROKER maintains the right to select markets and jurisdictions to operate in and may restrict or deny the Services in certain countries in order to comply with necessary regulations as well as according to its sole discretion as set forth in Clause 2.2.

2.2. Eligibility

2.2.1. By registering on the Platform, you represent and warrant that:

- you are at least 18 years old or of legal age to form a binding contract under applicable Law;
- you are an individual, legal person or other organization with full legal capacity and authority to enter into this Agreement;
- you have not previously been suspended or removed from using our Services and/or Platform;
- you do not currently have an existing Account at the Platform; and
- in case you are entering into this Agreement on behalf of a legal entity of which you are an authorized Representative, you represent and warrant that you have all necessary rights and authority to bind such a legal entity with obligations hereunder.

2.2.2. Your use of Services, Site and Platform is subject to international control requirements and requirements of economic sanctions. While sending, receiving, buying, selling, trading or keeping Funds on the Platform, you agree to be compliant with such requirements. You are not allowed to perform or participate in Transactions on the Platform or use any of the Services if:

- you are in, under the control of, or a resident, or a national of one of the FATF high-risk and other monitored jurisdictions, or jurisdiction that prohibits the use of Cryptocurrencies, or other jurisdiction, which has strategic deficiencies in its Anti-Money laundering and countering the financing of terrorism regimes that pose significant threats to the financial system of the EU under Commission Delegated Regulation (EU) 2016/1675, or that is subject to the United Nations Security Council Sanctions List (each a “Sanctioned Country”), or if you are a person on the U.S. Treasury Department’s Specially Designated Nationals List or the U.S. Commerce Department’s Denied Persons List, or the EU or HM Treasury’s financial sanctions regime (a “Sanctioned Person”); or
- you are a resident and/or a national of the United States of America or a legal entity whose authorized capital is owned by U.S. citizen and/or resident provided that amount of the latter’s share is 10 or more percent; or
- you are in, under the control of, or a resident, or a national of unrecognized country, or territory, or a jurisdiction requiring obligatory national license for Cryptocurrency exchange business, or special registration, which NBN BROKER might not have; or
- you are the Person who fails to meet any User due diligence standards, requests, or requirements of NBN BROKER, or otherwise appear to be of high risk, including but not limited to any of the foregoing factors.

Depending on User’s place of residence, there might be other factors which might limit the User in using Services fully or in part. It is your responsibility to follow those rules and Laws in your place of residence and/or place from which you access the Site and/or the Platform and/or use any of the Services.

In addition, NBN BROKER reserves its right to restrict or prohibit the use of the Platform and/or the Services for certain jurisdictions if applicable law or our AML/CTF and KYC Policy procedures will require for such prohibition or restriction, as well as to apply enhanced due diligence measures in relationship to Persons currently registered or willing to register at the Platform who are in, under the control of, or are residents, or nationals of one of the sanction risk jurisdictions.

Headings are used in this Agreement exclusively for convenience and shall not affect the interpretation of the Agreement provisions.

In this Agreement NBN BROKER and you are referred to cumulatively as the “Parties” and singularly as the “Party”.

Reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated.

Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

Where the words include(s), including or in particular are used in this Agreement, they are deemed to have the words “without limitation” following them.

Where the context permits, other and otherwise are illustrative and shall not limit the sense of the words preceding them.

3. PERSONAL CABINET

3.1. General

Access to use the Platform and Services is provided only through the Personal Cabinet. In order to create the Personal Cabinet, you have to complete all registration procedures set forth in this Agreement and provide NBN BROKER with all the required User Account Data.

3.2. Registration

To register, you must provide NBN BROKER with your User Account Data, as well as accept this Agreement. You agree to provide complete and accurate information when registering at the Platform and agree to promptly update any information that you shall provide to NBN BROKER ensuring such information is complete and accurate at all times.

Unless otherwise agreed separately between NBN BROKER and the User in writing, each registration is for a single User only and any User may only access the Platform and its Account through the Personal Cabinet. Any breach of the mentioned requirement shall be treated as essential breach of this Agreement. Should the User be a Person other than registered as such, this User shall be allowed to act through its Representative for the purpose of access to the Platform, its Account and its Personal Cabinet.

Non-compliance with Clause 3.2 will be considered a violation of this Agreement.

NBN BROKER may in its sole discretion decline your registration on the Platform.

3.3. User Identity Verification

With registration on the Platform and obtaining access to your created Personal Cabinet, you agree to share User Account Data requested for the purposes of identity verification. Identity Verification is a required procedure for all existing and new Users under Money Laundering Regulations. Account Top-Up and Withdrawal of Funds will be blocked on User Account until successful User Identity Verification procedure is performed for such User Account. Herewith, NBN BROKER reserves the right to limit the Platform functionality altogether to the Users who have not successfully passed User Identity Verification process. The information required under User Identity Verification procedure is used specifically for the detection of money laundering, terrorist financing, fraud and other financial crimes performed on the Platform. We will collect, use and share such information in accordance with our Privacy Policy. In addition to providing such information, in order to facilitate compliance with global industry standards for data retention, you agree to permit us to keep a record of such information for

the lifetime of your Personal Cabinet plus 5 (five) years after Account termination. You also authorize us to make inquiries, either directly or through third parties, that are deemed necessary to verify your identity or to protect you and/or us against financial and other crimes such as fraud.

In providing the information required in accordance with Clause 3.2 and this Section 3, you confirm that it is accurate and authentic. You also guarantee the such information is truthful, complete and will be updated in a timely manner subject to any changes to it. If there is any reasonable doubt that any information provided by you is wrong, untruthful, outdated or incomplete, NBN BROKER shall have the right to send you a notice to demand corrections, remove relevant information directly and, as the case may be, terminate all or part of the Services available to you. You shall be solely and fully responsible for any loss or expenses incurred during the use of Service if you cannot be reached via User Account Data provided to NBN BROKER. You hereby acknowledge and agree that you have the obligation to keep all information provided up to date if there are any changes.

By your registration at the Platform and obtaining for use your Personal Cabinet you authorize NBN BROKER to make inquiries, whether directly or through third parties, that NBN BROKER considers necessary, to verify your identity or protect you and/or NBN BROKER against fraud or other crimes, and to take action that NBN BROKER may reasonably deem necessary based on the results of such inquiries. You also acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full.

3.4. Personal Cabinet Usage Requirements

Subject to Clause 3.2 of this Agreement, Personal Cabinet can only be used by the Person under whose name it is registered. NBN BROKER reserves the right to suspend, freeze or terminate Personal Cabinets in case of suspicions that they are used by Persons other than the Persons under whose names they are registered, unless the Parties have agreed otherwise in writing. You shall immediately notify NBN BROKER if you suspect or become aware of unauthorized use of your user name, password or any other User Account Data. NBN BROKER shall not be liable for any loss or damage arising from any use of your Personal Cabinet by you or by any third party (whether or not authorized by you).

3.5. Personal Cabinet Security

You are responsible for setting up a user name and password during the registration process. You can also change the password at any time after the registration process is completed. You commit to safeguard password and other User Account Data from unauthorized access from third parties and you are the one to determine the best way to save this data and to take steps in order to prevent it from illegal or unauthorized disclosure or usage.

You agree to consider your User Account Data as confidential information and not to disclose such information to any third party. You also agree that you are alone responsible for taking necessary safety precautions to protect your own Personal Cabinet access information and User Account Data and consequences triggered by non-compliance with the mentioned requirements.

By creating a Personal Cabinet, and concluding this Agreement, you hereby agree that:

- you will notify NBN BROKER immediately if you are aware of any unauthorized use of your Personal Cabinet and User Account Data by any Person or any other violations to the security rules; until NBN BROKER receives the corresponding message from you, all the actions made from your Personal Cabinet will be considered as made by you as the holder of the Account;
- you will strictly observe the security, authentication, dealing, charging, Withdrawal mechanism or procedures of the Platform;

- and you will log out from the Platform by taking proper steps at the end of every visit session.

4. ACCOUNT

4.1. General Provisions

After registration on the Platform, you get access to your Account through the Personal Cabinet. You can operate your Account and the Personal Cabinet manually, as well as instruct the Platform to execute operations with your Account automatically.

All the Funds transferred to the Account belong to you. Interests do not apply to the remainder amount of Funds in your Account, and NBN BROKER is not committed to pay such interests.

All Account operations are carried out upon your request made in a proper way on the Platform using your Personal Cabinet. NBN BROKER does not accept Orders or requests on carrying out any operations with your Account from third parties except otherwise is stipulated by this Agreement or other agreements between the Parties.

NBN BROKER indicates in the Personal Cabinet the information necessary for Account Top-Up and Withdrawal of Funds.

You acknowledge and agree that Account Top-Up and Withdrawal operation in Fiat Money may be delayed for a period up to 1 (one) month due to bank verifications and checks. Similarly, you acknowledge and agree that topping-up and withdrawing Cryptocurrencies into/from your Account may take between 1 (one) hour and 72 (seventy-two) hours, barring unforeseen or unavoidable network issues.

4.2. Account Top-Up

NBN BROKER keeps a record of the Funds transferred to the Account.

To make a top-up into your Account, you have to transfer Funds according to the payment details indicated by NBN BROKER in your Personal Cabinet. We may request for documentation to verify the source of such topped-up Funds. During Funds' top-up source verification process, we will hold such top-up request until appropriate documentation has been provided and deemed acceptable.

Transfer of Funds under Account Top-Up, as well as during execution of Transactions between you and NBN BROKER, might be carried out by third parties (electronic money institutions, payment service providers, banks, etc.). NBN BROKER shall not bear any liability for actions of such third parties. You shall be responsible for paying commissions and service fees related to the transfer of Funds, as well as you shall assume the risks of indicating an incorrect payment details.

NBN BROKER shall also have the right to limit and/or restrict Account Top-Ups and Withdrawal of Funds from/to certain regions and jurisdictions, as it may be necessary under the requirement from electronic money institutions, payment service providers, banks, etc.

Account Top-Up is considered to be made when corresponding amount of Funds is credited to the respective User Account on the Platform. Notwithstanding the fact that the Platform usually operates 24 hours a day, certain Account Top-Ups, depending on the payment method used, might be processed and credited to the respective User Account only during regular working hours in CET time zone. The amount

of confirmations required for the purposes of full transfer of Cryptocurrency to the Account may vary from the amount of confirmations required for the purposes of reflecting Funds on the Account according to the information mentioned in the respective section of User Personal Cabinet on the Platform, and in such a case NBN BROKER shall not be liable for any preliminary notification of the User regarding such changes in the amount of required confirmations.

In cases of Account Top-Up with Cryptocurrency, the amount of Cryptocurrency that is being transferred shall not be fully available on User Account until it has been fully topped-up, in particular: until relevant amount of confirmations is received by the network, depending on the type of Cryptocurrency.

NBN BROKER is entitled to set and vary maximum and minimum limits for Account Top-Up and Withdrawals of Funds at its own discretion. NBN BROKER shall not be liable for any preliminary notification of the User with regard to such changes. Herewith:

- if Account Top-Up is made into Account in the amount that is less than allowed minimum for Account Top-Up, Funds shall not be credited to the User Account on the Platform, as well as such Funds shall not be transferred back to the User;
- Account Top-Ups which are below the required minimum shall not be summed up.

4.3. Withdrawal of Funds from Your Account

To Withdraw Funds from your Account, you have to fill the corresponding form in your Personal Cabinet. You will receive a message to the email address on which your Account is registered asking to confirm or to deny the Withdrawal operation. In case you deny or do not confirm the Withdrawal, the Funds will remain on your Account.

The Platform sets certain restrictions on Funds Withdrawals and you may not initiate the Withdrawal of Funds for 3 (three) days after changing User Account Data, which includes changing or restoring password, as well as changing authorization method. In addition, the Platform or a financial institution (electronic money institutions, payment service providers, banks, etc.) may restrict any Withdrawal of Funds for 3 (three) days from the date of Account Top-Up using specific top-up methods.

Any confirmed Withdrawal is irrevocable.

4.4. Suspicious Activity

If you discover suspicious activity or operations, including but not limited to unknown Account Top-Ups and Withdrawals of Funds, made into/from your Account that were not initiated by you, you shall immediately notify NBN BROKER about such activities and/or operations and follow our instructions. Upon such circumstances, NBN BROKER will provide you with instructions for further actions that you shall follow to protect your Account. Otherwise, NBN BROKER reserves the right to freeze the remainder of Funds on such Account until the end of investigation.

NBN BROKER may also be forced to cancel or recall already executed Withdrawal at the request of financial institutions, which are involved in settlements related to Account Top-Ups and Withdrawal of Funds into/from User Account. In such case you are obliged to cooperate with NBN BROKER in order to discover the reasons behind such request.

4.5. Use of Chat

User gets access to Chat after registration. In using Chat, the User is prohibited to:

- insult and threaten other Users and/or NBN BROKER staff; this is considered as a direct violation of the rules of Chat use and may result in a permanent ban of the User;
- use any forms of obscene language;
- make statements stirring up to international dissension, containing violence propaganda or offending religious feelings of other Users;
- send any kind of external links;
- text messages in capital letters only;
- repeatedly text the same information or constantly repeat the same phrase;
- offer to buy or sell Currencies;
- advertise products or services of other companies or service providers;
- flood, spam and discuss topics that are not related to Currencies or NBN BROKER;
- provide false or misleading information about NBN BROKER.

4.6. Inactive Account Fee

In case during 6 (six) months the User has not made a single Transaction, or single Account Top-Up, or single Withdrawal of Funds, the Account of such User shall be considered Inactive Account (“Inactive Account”).

For all Inactive Accounts, NBN BROKER applies a monthly fee, which is the equivalent of 5 (five) US dollars at the current SPOT rate of the US dollar to the Currency in which the fee will be debited (“Inactive Account Fee”).

From the moment of recognizing the Account as Inactive, NBN BROKER has the right without notification of the User to debit Inactive Account Fee every calendar month. Inactive Account Fee debit occurs until the 10th (tenth) day of each such month. Herewith, the Account ceases to be considered an Inactive Account from the date of execution of any of the following actions: one Transaction, or one Account Top-Up, or one Withdrawal of Funds. The debiting of Inactive Account Fee shall discontinue from the date when the Account ceases to be considered an Inactive Account. Inactive Account Fee is debited by NBN BROKER in any Currency in which the Funds are available in Inactive Account at the time of such debit.

If the amount of Funds in User Account is less than the amount of Inactive Account Fee, NBN BROKER debits the entire balance of Funds from such Account.

5. TRADING

5.1. General Provisions and Reseller Model Description

In terms of trading, NBN BROKER operates under Reseller Model, meaning that you acknowledge and agree that NBN BROKER will always be your only counterpart in your Transactions on the Platform, where NBN BROKER will engage in such Transactions before, after or simultaneously with you placing the respective Order. After we receive Order from you, we locate back-to-back Orders from other Users to complete your initial Order by the means of Transaction. We enter into such Transaction as principal.

We will act as principal on our own behalf and not as agent on your behalf. Dealings with you will be carried out by us on an execution-only basis. We will not give you investment advice on any aspect of your trading with us. We do not have an obligation to perform a validity check of your trading or to monitor or inform you as to the performance of any of your Order. You trade entirely at your own risk.

We will not provide you with any tax advice. You will be responsible at all times for the payment of all taxes due as a result of your trading with us and for providing any relevant tax authority with any information that is requested from you.

It is brought to your attention that you may be subject to taxes and costs that are not imposed by us or paid via us. It is your responsibility to ensure the payment of all taxes as they become due.

You recognize that Order shall only be submitted by you after careful consideration, and you understand and accept consequences of its execution.

NBN BROKER applies Fees for acting as a reseller and executing trade Transactions, as well as for accepting Account Top-Ups and performing Withdrawals.

We shall not accept or execute Order submitted by you unless your Account contains sufficient Funds to cover the Order that you wish to place and you are not otherwise in breach of this Agreement.

5.2. Trading Mechanics

Order can be only be placed online at the Platform via NBN BROKER Workstation or API (application programming interface) key generated from NBN BROKER Platform. We shall not accept and shall not be under any obligation to execute any Order submitted other than by that method.

The Platform is open for trading 24 (twenty-four) hours a day other than in cases of emergency, suspension or for planned maintenance work ("Trading Hours"). Outside the Trading Hours, the Platform may not be accessed by you, no Orders may be placed and no Transaction can be performed.

Your Order is registered on the Platform after verifying the availability of the required amount of Funds on your Account. NBN BROKER controls the possibility of Users to perform Transactions and by the means of such control we lower the risk of non-execution of User obligations under separate Transactions.

Upon receipt and acceptance of your Order, we shall place from our own behalf an identical order on the Platform ("Back-to-Back Order") with the same Trade ID as your Order.

The prices on which you can trade with us will be the prices we obtain on the Platform for the Currency Pair in which you placed your initial Order. In some circumstances, we may in our sole discretion obtain prices from brokers or other crossing networks and multilateral trading facilities that provide prices for relevant Currency Pairs ("Third Party Sources").

Back-to-Back Order is submitted by us automatically on the Platform and it mirrors Order that we have received from you. Various factors, such as the volume of your Order and liquidity available in the Currency Pair, in which you placed such Order, might impact whether Back-to-Back Order will be partially or fully executed on the Platform (including the price for which such Order might be fully executed on the Platform). The prices on our Platform are constantly changing and we do not guarantee that the price you see on NBN BROKER Workstation when placing an Order will be the price at which your Transaction will be executed.

We cannot guarantee that Back-to-Back Order will be fully matched or fully executed on the Platform. Our ability to complete a Transaction on your Account is dependent on our ability to execute Back-to-Back Order on the Platform or obtain relevant Currency price and match at Third Party Source. It is only when Back-to-Back Order is fully matched or fully executed on the Platform or will match with a Third-Party Sources, that your Order will be executed.

You may cancel any part of your Order as long as the corresponding part of Back-to-Back Order that relates to the part of your Order you wish to cancel has not been matched or filled on the Platform or by Third Party Source. You cannot cancel your Order once Back-to-Back Order has been fully executed.

Upon our Back-to-Back Order being filled in whole or in part on the Platform, we will execute Transaction on our own behalf on the Platform to satisfy your initial Order (“Back-to-Back Transaction”). Upon Back-to-Back Transaction is executed on the Platform, we shall reflect such Transaction Currency amount on your Account considering the price and volume of Back-to-Back Transaction.

However, if we obtain a price from a Third-Party Source, we shall enter into a trade transaction with a such third party offering that price (which shall also be considered Back-to-Back Transaction for the purposes of this Agreement), and once we have done so, your Order will be executed and relevant credit/debit will be made in your Account at the same price and in the same volume as Back-to-Back Transaction.

The price of your Order will be the price at which Back-to-Back Transaction has been opened in whole or part on the Platform or with the Third Party Source (“Opening Price”). Back-to-Back Orders may result in a number of Back-to-Back Transactions being executed to fill your Order in whole or in part. Where multiple Back-to-Back Transactions are executed to fill Back-to-Back Order, we will open multiple Orders with you to fill your Order and the Opening Price for each such trade may be different.

The price at which your Order will be executed is the price at which Back-to-Back Transaction has been executed in whole or part on the Platform, or using a Third Party Source (“Closing Price”). If Back-to-Back Transaction is closed in tranches you will receive the price that we receive on the Platform or from a Third-Party Source for that part of Back-to-Back Transaction that is closed. It may therefore be the case that you receive multiple prices to complete a Transaction.

Each Transaction on your Account will be binding on you notwithstanding that by submitting Order you may have exceeded any limit applicable to your trading with us.

Such actions as placing Orders, cancelling it and execution of Transactions are reflected in the User Personal Cabinet.

The information about executed Transaction is available for all Users during a period of time determined by NBN BROKER.

6. TYPES OF ORDERS

6.1. Limit Buy Order

A limit buy Order represents the User’s offer to buy a certain amount of Funds at the Exchange Rate set by the User.

A limit buy Order can be executed at a lower Exchange Rate than the one indicated in the placed Order. A limit buy Order cannot be executed at a higher Exchange Rate than the one indicated in the placed Order.

6.2. Limit Sell Order

A limit sell Order represents the User's offer to sell a certain amount of Funds at the Exchange Rate set by the User.

6.3. Market Buy Order

A market buy Order represents the User's offer to buy a certain amount of Funds without setting the Exchange Rate.

The Order will be executed against the lowest Exchange Rate ask price that is available on the Platform at the moment of such Order placement.

6.4. Market Sell Order

A market sell Order represents the User's offer to sell a certain amount of Funds without setting the Exchange Rate.

The Order will be executed against the highest Exchange Rate bid price that is available on the Platform at the moment of such Order placement.

6.5. Stop Order

Stop Order for buy (buy stop) — is an Order for purchase of a Funds at a specified price or higher, which may be used by the User when the price rises and is expected to continue to rise.

Stop Order for sell (sell stop) — is an Order for sale of a Funds at a specified price or below, which may be used by the User when the price decreases and is expected to continue to decrease. Stop sell Order (sell stop) may be placed for Funds at a price that is lower than the current market price for such Funds on the Platform.

Stop Orders may be used to either open a position (Order) or close it. When closing a position, stop Order is used as a protective order that limits losses (stop loss). A stop Order for buy (buy stop) may protect a short position (sales), and a stop Order for sell (sell stop) may protect a long position (purchases).

SLIPPAGE NOTICE. PLEASE NOTE THAT MARKET ORDERS AT THE PLATFORM, INCLUDING STOP ORDERS, ARE NOT A 100% GUARANTEE OF GETTING THE INTENDED PRICE FOR OPENING OR CLOSING A POSITION. SLIPPAGE MAY OCCUR WHEN THE VOLATILITY OF THE MARKET MAKES A MARKET AND/OR STOP ORDER AT A SPECIFIED PRICE IMPOSSIBLE TO BE EXECUTED AND CLOSED. THUS, RESPECTIVE MARKET ORDER AND/OR STOP ORDER WILL BE EXECUTED AT THE NEXT BEST PRICE.

7. SITE AND PLATFORM ILLEGAL USE PREVENTION

When accessing or using the Platform and/or Services, you agree that you will not violate any Law, contract, IP rights and/or other third-party right or commit a tort, and that you are solely responsible for your conduct while using our Platform and Services. Without limiting the generality of the foregoing, you agree that you will not:

- use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other Users from using our Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;
- use our Services to pay for, support or otherwise engage in any illegal gambling activities, fraud, money-laundering, terrorist activities or other illegal activities;

- use any robot, spider, crawler, scraper or other automated means or interface not authorized by us to access our Services or to extract data;
- use or attempt to use another User's Personal Cabinet or Account unless you are the Representative of such other User;
- attempt to circumvent any content filtering techniques we employ, or attempt to access to any service or area of our Services, Site or Platform that you are not authorized to access to;
- develop any third-party applications that interact with our Services without our prior written consent;
- provide false, inaccurate, or misleading information during registration at the Platform process, when updating your User information or in communication with us;
- advertise products on the Site without any type of additional special agreement between you and NBN BROKER;
- encourage or induce any third party to engage in any of the activities prohibited under this Section 7 of the Agreement or forbidden by the Law.

8. RISK WARNING AND ACCEPTANCE OF SUCH RISKS BY THE USER

The trading of goods and assets, real or virtual, as well as Cryptocurrencies involves significant risk. Prices can and do fluctuate on any given day. Such price fluctuations may increase or decrease the value of your assets at any given moment. Any currency — virtual or not — may be subject to large swings in value and may even become worthless. There is an inherent risk that losses will occur as a result of buying, selling or trading anything on a market.

Cryptocurrency trading has special risks that are not common with Fiat Money, commodities, stock or any other form of asset trading. Unlike most Fiat Money, which are backed by governments or other legal entities, or by commodities such as gold or silver, Cryptocurrencies are unique type of currency, backed by technology and trust. There is no central bank that can issue more currency or take corrective measures to protect the value of Cryptocurrencies in case of a crisis.

Cryptocurrency trading is often susceptible to irrational (or rational) bubbles or loss of trust in its value, which could drop demand relative to supply. For example, Cryptocurrencies can become subject to low trust in its value from its investors and/or traders as a result of its unexpected changes imposed by such Cryptocurrencies developers or others, a government crackdown, the creation of superior competing alternative Cryptocurrencies, or a deflationary or inflationary spiral. Trust in Cryptocurrency value might also diminish as a result of technical issues: if the anonymity of the system is compromised, or if Cryptocurrency is lost or stolen, or in case hackers or governments are able to prevent any such Cryptocurrency transactions from settling.

There may also be additional risks that we have not foreseen or identified in this Agreement.

In light of the above, you should understand that all the operations with Cryptocurrencies have irreversible character and that Funds acquired during the Transactions can be returned only on the basis of additional specific agreement. You cannot cancel, reverse, or change any Order marked as executed.

You acknowledge that you have been informed and that you understand and agree that: no one in NBN BROKER or any of their respective Third Party Technology Providers shall, directly or indirectly, be responsible for, have any liability or obligation in respect of, or otherwise guarantee, the performance or settlement of any Transaction entered into by you through the Platform, and no one in NBN BROKER or Third Party Technology Provider shall have any liability to the User or any other Person for any Transaction executed on the Platform.

9. INTELLECTUAL PROPERTY AND LIMITED RIGHT OF USE

9.1. Intellectual Property

You acknowledge and agree that NBN BROKER is the sole owner (except to the extent owned by third-party licensors, including any Third-Party Technology Providers), of all rights, titles and interests to the IP Rights. You shall not obtain any rights in or to the IP Rights, except for those limited rights licensed to you by NBN BROKER as set forth in Clause 9.2.

You shall take all steps necessary to maintain the confidentiality of all documents and material provided by NBN BROKER or any of its third-party providers (including any Third-Party Technology Providers) with respect to Site, Platform and each component thereof. You shall not:

- alter, maintain, enhance or otherwise modify Site and/or Platform;
- disassemble, decompile, reverse-engineer, copy, bug fix, correct, update, transfer, broadcast or create derivative works based on Site and/or Platform; nor
- otherwise take express action to discover any equivalent of Site or Platform.

You acknowledge and agree that NBN BROKER shall use information regarding your identity and use of the Site and the Platform in accordance with its Privacy Policy, as may be amended from time to time by NBN BROKER in accordance with the terms thereof. You acknowledge and agree that NBN BROKER is the owner of the Aggregate Data and shall be permitted to manipulate, use, license and sublicense the Aggregate Data, in its sole discretion, provided that NBN BROKER is obliged to assure that any such disclosure of Aggregate Data will not identify you to a third party as a source of any specific data of your trading at the Platform without your permission.

9.2. Limited Right of Use

Subject to your compliance with the terms and conditions of this Agreement, you are granted a limited, revocable, non-exclusive, royalty-free and non-transferable license to access and use the Site and the Platform during the Term for the purposes set out in, and in a manner consistent with this Agreement.

All rights that not expressly granted under these Agreement are reserved. Thus, you are prohibited from using Services in any manner that is not expressly and unambiguously authorized by this Agreement.

Unless otherwise specified, all materials on this Site are property of NBN BROKER and are protected by copyright, trademark and other applicable Laws. You may view, print and/or download a copy of the materials from this Site solely for your personal, informational and/or non-commercial use, provided you comply with all copyright and other proprietary notices.

The trademarks, service marks and logos of NBN BROKER and others used on this Site and Platform ("Trademarks") are the property of NBN BROKER. The software, text, images, graphics, data, prices, trades, charts, graphs, video and audio used on this Site and Platform also belong to NBN BROKER. Trademarks and materials should not be copied, reproduced, modified, republished, uploaded, posted, transmitted, scraped, collected or distributed in any form or by any means, whether manual or automated without preliminary consent from NBN BROKER. The use of any such materials on any other website or networked computer environment for any other purpose is strictly prohibited; any such unauthorized use may violate copyright, trademark and other applicable Laws.

10. SUSPENSION OR TERMINATION

You may unilaterally terminate this Agreement and close your Account at any time, following settlement of any pending Transactions by making a written request 30 (thirty) calendar days prior to desired date of Account termination. In addition, in accordance with Clause 3.3 of this Agreement and subject to legislation and legal compliance requirements, NBN BROKER shall store your data provided to us under User Identity Verification procedure for 5 (five) years after the date of termination of your Account.

Notwithstanding any other provision of this Agreement, you acknowledge that NBN BROKER shall have the right to restrict your access to, or to impose limits or suspend your use of Site and/or Platform (including your capacity to place Orders and enter into Transactions), either generally or in respect of specific Currency Pairs or Transactions, or to discontinue transmitting any Data or other information, or to refuse to enter into, facilitate or process any or all Transactions, if under NBN BROKER sole discretion any of the following circumstances occur or NBN BROKER considers such circumstance to be likely to occur:

- full or partial failure of Site and/or Platform, including failure of any of the technology constituting Site and/or Platform or any of the communications links within the Site and/or the Platform or between Site and/or Platform and any other Person or counterparty, or any other circumstance where NBN BROKER considers in its reasonable discretion that it is not practicable for NBN BROKER to provide access to Site and/or Platform;
- breach in the security of Site and/or Platform;
- breach by you of your obligations under this Agreement;
- in order to comply with Law (including but not limited to the prohibition of or restrictions in respect of any Cryptocurrency);
- detection of unusual activity in Personal Cabinet and/or Account;
- detection of unauthorized access to Personal Cabinet and/or Account;
- due to governmental proceeding in respect of a particular Account and/or User, criminal investigation and/or other pending litigation;
- requirement to do so by court order or by Governmental Authority; or
- due to market conditions, or conditions with respect to a particular Currency Pair or Currency, under NBN BROKER sole discretion.

Any actions taken by NBN BROKER pursuant to this Section 10 shall continue for a time NBN BROKER considers reasonable, necessary or desirable. You agree that

- it shall be a material breach of this Agreement to evade, or attempt to evade, any suspension, restriction or limitation imposed under this Section 10 of the Agreement; and
- NBN BROKER shall not at any time be obliged to take any action permitted under this Section 10o.

In addition, you acknowledge and agree that if any of the circumstances enumerated in the points of this Section 10 occurs at any time, NBN BROKER may cancel the Transaction previously executed by you via Platform.

You also agree that NBN BROKER will not hold any liability for your inability to perform Account Top-Up, Withdrawal of Funds or Transactions when your Account is subject to suspension for any the aforementioned reason.

12. REPRESENTATIONS AND WARRANTIES

12.1. Your Representations and Warranties

As of the date hereof, and as of the date of each Transaction, you represent and warrant to NBN BROKER and agree for the benefit of NBN BROKER, its Affiliates and their respective Representatives that:

- you have read all the documents provided to you in connection with Services and Platform and you understand and agree that your relationship with NBN BROKER will be governed by these documents as amended from time to time; you must not apply to register on the Platform in order to create Personal Cabinet or commence trading with us if you are unsure as to how our Services or Platform operate or the nature of the risks involved;
- execution (by electronic acceptance or other means via the Platform or email) of this Agreement and all Transactions contemplated hereunder and performance of all obligations contemplated under this Agreement have been duly authorized by all necessary action by you; and each Person executing this Agreement (or authorized to accept its terms electronically or otherwise) and entering into each Transaction hereunder on your behalf has been duly authorized to do so;
- all information provided by you to NBN BROKER at any time, including but not limited to the information provided in your Personal Cabinet, is in all material respects true, accurate and not misleading;
- this Agreement and each Transaction constitutes a legal, valid and binding obligation on you, enforceable against you in accordance with its terms;
- execution by you of this Agreement and entering into each Transaction contemplated hereunder, and performance of all of your obligations under this Agreement and your use of the Platform including entering into each Transaction contemplated hereunder, will not violate any applicable Law;
- you are able to make or take delivery (as applicable) of the full amount of Funds required to be delivered under each Transaction in accordance with the terms of such Transaction;
- you have obtained, and will comply with the terms and conditions of, all licenses, consents, registrations, authorizations, recognitions, exemptions and memberships necessary for your activities on and use of the Platform, including entering into Transactions with NBN BROKER via the Platform;
- you possess sophistication, expertise and knowledge necessary to make informed decisions in respect of Transactions and you will not rely on any communication or statement (written or verbal) by NBN BROKER as on investment advice or as on recommendation to enter into any Transaction;
- you will exercise your own prudence, judgement and discretion in determining whether to enter into a Transaction or otherwise transact on the Platform;
- you (or the Person accessing the Platform) are acting as principal and not on behalf of any third party, unless you are the Representative of the User.

12.2. NBN BROKER Representation and Warranties

NBN BROKER represents and warrants that it shall provide Services and carry out its obligations with reasonable care and skill.

13. LIMITATION OF LIABILITY

13.1. Limited Warranties

YOU UNDERSTAND AND AGREE THAT THE PLATFORM, ITS COMPONENTS, INTERFACES, ANY RELATED EQUIPMENT, ANY DOCUMENTATION, THE DATA AND OTHER MATERIALS AND THE EXISTING TECHNOLOGY ARE PROVIDED BY NBN BROKER ON AN "AS IS" AND ON "AS AVAILABLE" BASIS WITH ALL FAULTS. NONE OF THE NBN BROKER MEMBERS, NOR ANY THIRD-PARTY TECHNOLOGY PROVIDER MAKES (AND EACH NBN BROKER MEMBER HEREBY EXCLUDES) ANY WARRANTY OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, INCLUDING, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY WARRANTY ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF EXECUTION OF TRANSACTIONS ON THE PLATFORM OR BUSINESS CUSTOMS.

WITHOUT PREJUDICE TO THE FOREGOING, NO NBN BROKER MEMBER MAKES ANY REPRESENTATION OR WARRANTY AS TO THE TIMELINESS, ACCURACY OR COMPLETENESS OF ANY OF THE DATA OR OTHER INFORMATION ON THE PLATFORM OR AS TO THE RESULTS TO BE ATTAINED BY YOU FROM ACCESSING OR USING THE PLATFORM. NO NBN BROKER MEMBER SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS RELATING TO ANY SOFTWARE, TECHNOLOGY, EQUIPMENT, PLATFORM, EXISTING TECHNOLOGY, DATA OR ANY OTHER INFORMATION, MATERIALS, CURRENCY OR ACCESS TO THE PLATFORM MEETING YOUR REQUIREMENTS OF SUCH ACCESS BEING UNINTERRUPTED, TIMELY, SECURE, COMPLETE, ACCURATE OR FREE FROM ERRORS OR DEFECTS.

YOU ACKNOWLEDGE THAT CERTAIN SOFTWARE AND EQUIPMENT USED BY YOU MAY NOT SUPPORT SOME FEATURES OF THE PLATFORM.

13.2. No Advice

No NBN BROKER Member nor any Third-Party Technology Provider recommends, endorses, advocates or sponsors any of the Currencies, Currency Pairs or Transactions appearing on, or made on the Platform. You acknowledge the substantial risks associated with digital currency trading markets and Transactions. NBN BROKER is not authorized or regulated by the Financial Conduct Authority, and does not give any financial, tax, employment, legal or investment advice. Any price information, quotes, forecasts, return estimates or indications of past performance are for information purposes only and do not guarantee future performance of the Currencies or other assets and do not constitute an offer to buy or sell or any solicitation of an offer to buy or sell any Currencies or other assets, nor to enter into any Transaction with any Currency. You agree that the Platform shall not serve as the primary basis for any decision to enter into any Transaction and No NBN BROKER Member shall be, or be deemed to be, your financial advisor or fiduciary. You hereby acknowledge that any reliance upon any Data or other content available on the Platform shall be at your sole and exclusive risk.

13.3. Limitation of Liability

You understand and agree that, provided we have exercised reasonable care and skill in the performance of our Services and in carrying out our obligations under this Agreement, no NBN BROKER Member shall have any liability for any indirect, incidental, punitive, special or consequential damages, for any loss of profits, lost data, unavailability of the Platform, business interruption, loss of business reputation, costs of services substitution, or downtime costs suffered by you, your Affiliates and any

other Person as a result of, or arising in connection with this Agreement even if you, your Affiliate or such other Person had previously been advised of the possibility of such loss.

Notwithstanding any other provision of this Agreement, the aggregate liability of NBN BROKER Members for any loss incurred or suffered by you, your Affiliates or any other Person for any reason whatsoever relating to or arising out of this Agreement or use of the Platform or anyhow connected with the Platform, and regardless of the form of action, shall be limited to the amount of Fees you paid to NBN BROKER during 3 (three) months prior to the event giving rise to such liability.

13.4. Reasonable Allocation of Risk

The Parties hereto acknowledge that the exclusions and limitations of liability set forth in this Section 13 are integral to the level of Fees payable by you for Services and that in case NBN BROKER assumes any further liability other than as expressly set forth in this Agreement, such Fees would, provided such condition, be set substantially higher. As such, you agree that the limitations and exclusions of liability set out in this Section 13 are reasonable.

13.5. Exceptions to Limitation of Liability

Nothing in this Agreement shall or shall be construed to exclude or limit either Party's liability for:

- fraud or fraudulent misrepresentation;
- death or personal injury caused by its negligence or
- any other liability that cannot be excluded or limited by Law.

14. INDEMNIFICATION

You agree to defend, hold harmless and hereby indemnify NBN BROKER from and against any loss, damage, cost, claim, proceeding, penalty, fine or expense, including legal fees, incurred by or suffered by any NBN BROKER Member, which arises out of, or relates to, directly or indirectly:

- your use of Site and/or Platform;
- your failure to fully and timely perform any of your obligations hereunder, including non-performance of your obligations with respect to any Transaction or Order;
- any of your representations or warranties made hereunder being, at any time, untrue or incorrect;
- your use of the Platform, your Personal Cabinet and/or your Account by any Person using your password or any other User Account Data, whether or not with your knowledge or authorization;
- any violation by you of any Law, rule, regulation, or the rights of any third party.