

## SERVICES AGREEMENT

This Services Agreement ("**Agreement**") is made and entered into as of this 03.12.2019 ("**Effective Date**") by and between:

- (1) **Marketing and Consulting Ltd.** (Registration No. 205293121), an entity existing under the laws of Republic of Bulgaria with a registered address of 1111 Sofia city, Sofia district (Metropolis); Metropolitan Municipality, Slatina Region, Geo Milev R.A., 7 Postoyanstvo Str., app. 1, Bulgaria (the "**Client**").
- (2) Ideas in Motion Ltd, (Registration No. 92591 ), an entity existing under the laws of Marshal Islands with a registered address of Trust Company Complex, Ajeltake road, Ajeltake Island, Majuro, republic of Marshal Islands MH96960 (the "**Client**").

❖ Service Provider and Client shall hereinafter be referred to jointly as the "**Parties**" and each as a "**Party**" with respect to the matters included herein.

**WHEREAS** Service Provider designs, develops and licenses its own proprietary software solutions, platforms, and infrastructure, including any applications or features contained therein, relating to the business of operating an online financial trading brokerage (collectively, in whole and in part, the "**System**"), as well as provides hosting and other associated services relating to the System (the "**Services**"); and

**WHEREAS** Client operates or intends to operate an online financial trading business and wishes to license the System and purchase the Services from Service Provider for the purpose of Client's business; and

**WHEREAS** Service Provider and Client desire to regulate their relationship pertaining to the Services and the System, all as set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### 1. **SYSTEM AND SERVICES.**

1.1. Service Provider Requirements Prior to Access. Within a reasonable time after Client has furnished the necessary information, data and documentation requested by Service Provider, and has complied with Service Provider's administrative, verification and infrastructure requirements, Service Provider shall: (i) grant Client access to the System; and (ii) provide Client with the Services, each in accordance with Schedule A (System and Services) attached hereto. If the Parties agree that Client will host the System on its own servers then Client will grant Service Provider access to such servers to facilitate Service Provider's installation of the System thereon, and Client agrees to cooperate with, and provide assistance to Service Provider and take all other actions reasonably required for such installation.

1.2. License Terms. Client's use of the System is subject to the terms of the License (defined below).

### 2. **SYSTEM LICENSE.**

2.1. License Grant. In consideration of Client's payment of all applicable Fees (as defined below), Service Provider hereby grants to Client, and Client hereby accepts, a non-exclusive, non-transferable, revocable, limited license during the Term (defined below) to (i) access and use the System for its internal business purposes in accordance with the terms of this Agreement; and (ii) permit end-user traders ("**Traders**") to access and use the

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System for end user purposes (and not for resale or distribution), each of the foregoing solely in accordance with the applicable terms and conditions of this Agreement, and any applicable third party licenses and/or terms and conditions referenced in Section 2.4 (Client Acknowledgments) (collectively, the "**License**").

2.2. License Restrictions.

- 2.2.1. Client shall not sell, lease, assign (except as provided in Section 15.3 (Assignment) below), sublicense or otherwise transfer any of the rights contained in the License without the prior written consent of Service Provider, and any attempt to do so shall be considered null and void.
- 2.2.2. Client shall not, and shall ensure that no third party given access to the System shall not, modify, adapt, decompile, translate, disassemble, reverse engineer, make derivative works of, or otherwise attempt to derive the source code for, the System.
- 2.2.3. Client shall not remove, alter, or conceal, in whole or in part, any copyright, trademark, or other proprietary right notices that are contained within the System (if any).
- 2.2.4. Except as expressly permitted herein, Client shall not, and shall ensure that no third party given access to the System shall not: (a) copy any portion of the System, including any documentation associated therewith; or (b) sell, rent, lease, lend, or distribute the System, in whole or in part, or use the System to operate in, or as, a time-sharing, outsourcing, or service bureau environment, or in any other way allow any third party (except Trader's in the manner set forth in the Agreement) to access or use the System without the express prior written consent of Service Provider.
- 2.2.5. Service Provider may restrict the availability of the System or the Services (or any part thereof) to the Client in any territory if Service Provider believes that any legal or regulatory environment (and/or any actual or proposed changes thereto) in the relevant territory will expose Service Provider, any of its affiliates and any person associated therewith, to the risk of legal, regulatory or economic sanctions in such territory should Service Provider continue to provide or make available the System and the Services to Client in that territory.

2.3. Special System Features. Where the use by Client of any application or feature in the System is subject to specific terms and conditions, including without limitation, those governing use of the System's "Social Trading Service" feature, such use constitutes Client's acceptance of, and Client shall comply with, such terms and conditions, and Client acknowledges that a breach thereof shall be deemed a breach of this Agreement.

2.4. Client Acknowledgments. Client hereby acknowledges as follows: (a) Client's failure to comply with the terms and conditions of this Agreement, including any separately agreed terms and conditions governing any application or feature in the System, may result in suspension or deactivation of the Client's use of the System and/or application and/or feature (as determined in Service Provider's sole discretion) with or without notice; (b) the System contains certain third party software components, which are governed, (i) in the case of open source software, solely by their respective licenses; and (ii) in the case of closed-source (proprietary) third party software, by the terms and conditions of this Agreement, which may be supplemented or superseded by the applicable third party licensor's terms and conditions, in each case of clauses (b)(i) and (b)(ii) above as specified within the documentation provided or made accessible by Service Provider as part of the System; (c) the System requires the use of data feed services of a third party ("**Third Party Data Services**"), which services Client is solely responsible for purchasing, and Service Provider makes no representation or warranty with respect to any Third Party Data Services; (d) if Client requests Service Provider to connect the Third Party Data Services

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to the System, Service Provider will make commercially reasonable efforts to do so in reliance upon Client's Authorization in Section 2.5 (Authorization to Use Third Party Data Services) and representation in Section 10.2 (Use of Third Party Data Services), provided that such Third Party Data Services meet the technical integration requirements of the System; (e) technical requirements and interface/device feature demands may change from time to time in order to comply with future versions of the System; (f) any misuse of the System may cause loss and/or damage to the Client, and in the event that Client bypasses or misuses the System, Client shall be solely liable for any loss or expense incurred by Client or its Trader(s) as a result of such bypassing or misuse; (g) Trading orders can either be (i) virtually processed or (ii) transmitted to an external processing venue, provided that such execution venue and the technological interface with it has been approved by Service Provider; (h) prior to receipt of License to utilize the System, Client shall fill out, send the required materials and sign the Application Questionnaire, attached hereto as **Schedule E**; and (i) it is critical for Client to pay special attention to the applications and features of the System and not operate it/them without a clear understanding of its/their operation and of the inherent risks involved.

2.5. Authorization to Use Third Party Data Services. Client hereby authorizes Service Provider to use the Third Party Data Services on Client's behalf ("**Authorization**") pursuant to the following: the term of the Authorization shall commence on the later of:

(a) the Effective Date hereof; or (b) the date on which Service Provider has been granted access to the Third Party Data Services and shall terminate on the earlier of: (i) the termination date of this Agreement; or (ii) the date on which Service Provider receives written notice from Client or the Third Party Data Service provider that Client's license to use the Third Party Data Services has expired or been terminated (and Client undertakes to notify Service Provider immediately upon such expiration or termination).

2.6. American Citizens Traders. Service Provider hereby excludes offering/ use of the System to Traders deriving from the United States of America as well as American citizens, whereas violation of this section shall be considered a material breach, which is incapable of cure and shall entitle Service Provider to suspend the Services or Terminate the Agreement without the need for prior notification.

### 3. FEES.

3.1. Fees and Payment Terms in Schedule B. Client shall pay to Service Provider the amounts set forth in Schedule B (Fees and Payment Terms) attached hereto ("**Fees**") in accordance with the payment terms and timelines stated in that Schedule.

3.2. Taxes. The Fees are exclusive of all current and future taxes, such as sales, use, value-added, withholding, and all other taxes or levies on transactions or payments made under this Agreement (collectively, "**Taxes**"). If any Taxes are found to be applicable, other than those imposed upon Service Provider's net income, they will be invoiced to, and paid by, Client so that the Service Provider receives the Fees net of such Taxes.

3.3. Late Payment. If any Fees due hereunder are not received by Service Provider by the agreed due date, Service Provider may charge Client, and Client agrees to pay (in addition to the unpaid Fees) a late fee equal to the lesser of (a) one hundred euros (€100) per day for each day that the outstanding amount owed remains unpaid, or (b) the maximum late fee amount permitted by applicable law, plus any reasonable fees and expenses incurred by Service Provider in the collection thereof. Without limiting the foregoing, Service Provider may collect Fees and late fees due hereunder through any Affiliate of Service Provider with whom Client has contracted.

Service Provider shall have the right to terminate the Agreement, by written notice to Client, effective immediately upon mailing (by fax or e-mail), at any time, should Client fail to pay any Fees when due. As used in this Agreement,

"**Affiliate**" means any and all other companies, firms and legal entities with respect to which now or hereafter Service Provider respectively, directly or indirectly holds 50% or

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more of the nominal value of the issued share capital or 50% or more of the voting power at general meetings or has the power to appoint a majority of directors or otherwise to direct the activities of such company, firm or legal entity.

- 3.4. Price Protection. All Fees set forth in this Agreement are fixed for one year from the Effective Date. At the end of the Initial Term (as defined below) and at the conclusion of each Renewal Term (as defined below) (if any), monthly fees might increase. In such case a notice will be given to the client.

#### 4. CLIENT OBLIGATIONS.

- 4.1. System Technical Requirements. In the event that the Client wishes to host the System on its own servers it shall ensure that its hardware and software components meet the minimum technical requirements required by the System and any Third Party Data Services.
- 4.2. System Repairs, Corrections and Upgrades. Client shall provide reasonable assistance to Service Provider (or its third party contractors or suppliers) as so requested in the event that Service Provider requires access to make repairs or corrections to the System, or to provide Upgrades of the System pursuant to Section 7.3 (Upgrades).
- 4.3. Precautions Against Unauthorized Access. Client shall take all steps reasonably necessary to prevent unauthorized access to the System by persons and entities (including without limitation Client's customers and Traders).
- 4.4. Notification of Violations. In the event that Client becomes aware that any of its Traders is using or has used the System in a manner that is inconsistent with the terms of this Agreement or that is reasonably likely to harm or violate the Service Provider's (or its licensors') proprietary rights or applicable law, Client shall promptly so notify Service Provider in writing and fully cooperate in any Service Provider attempt to minimize the impact and prevent the re-occurrence of such use.
- 4.5. System Terms of Use. Client shall require each Trader to accept and agree to be bound by provisions, as protective of Service Provider's (and its licensors') rights and interests, including, without limitation, its Intellectual Property Rights and interest in limiting its liability, in and to and in respect of the System and the Services, as are set forth in Schedule C (System Terms of Use) attached hereto. Client further agrees to place the Sirix logo (as provided by the Service Provider) on the homepage of Client's website. Client shall place a paragraph in a visible location on its website, both a paragraph with the words "Powered by Marketing and Consulting LTD", as well as Service Provider's trademarked logo which shall be provided by Service Provider. Client is hereby granted a non-transferrable, limited license to use such a logo.

#### 5. CONFIDENTIALITY.

- 5.1. Protection of Confidential Information. If either Party receives from the other Party information, whether in tangible or intangible form and in whatever media, which is either marked as being confidential or which, due to the nature of such information or the circumstances under which it was disclosed, ought reasonably to be treated as confidential information of the disclosing Party, such information shall be deemed "**Confidential Information**" and the receiving Party shall protect such information and safeguard it from unauthorized use, access, and disclosure, by exercising the same degree of care it uses to protect its own information of like importance, but in no event less than a reasonable standard of care. The receiving Party further agrees that it will only use the disclosing Party's Confidential Information for the purpose of performing under this Agreement, and shall only disclose such information to its officers, employees, contractors and professional advisors who have a need to know, and only to the extent necessary to perform under this Agreement; provided, however, that such officers, employees, contractors and professional

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advisors are bound to comply with the confidentiality obligations hereunder and are not direct competitors of the disclosing Party. Confidential Information includes, without limitation, trade secrets, documentation, techniques, specifications, manuals, and technical information. For the avoidance of doubt, the System, including all related software, data, documentation and materials constitutes the Confidential Information of Service Provider.

- 5.2. Exceptions to Definition of Confidential Information. Confidential Information shall not include any information that: (i) is publicly known prior to disclosure by the disclosing Party through no wrongful act of the receiving Party; (ii) can be evidenced to have already been in the possession of the receiving Party prior to disclosure; (iii) is rightfully obtained by the receiving Party from a third party free from any obligation of confidentiality towards the disclosing Party; or (iv) is independently developed by the receiving Party without use or knowledge of the disclosing Party's Confidential Information.
- 5.3. Exception to Obligation of Confidentiality. The receiving Party may disclose Confidential Information that is required to be so disclosed under any applicable law, regulation, judicial or administrative order; provided, however, that receiving Party shall (i) make reasonable efforts to give disclosing Party prompt notice of such requirement or order (subject always to the requirements of the applicable law, regulation, judicial or administrative order) in order to allow it to seek a protective order or otherwise prevent or restrict such disclosure; and (ii) only disclose such Confidential Information to the extent required by the law, regulation, or order.

## 6. PRIVACY.

- 6.1. Personally Identifiable Information. Client acknowledges and agrees that as a result of the Service Provider hosting certain parts of the System on its servers (if applicable), certain information pertaining and/or belonging to Traders, including without limitation Personally Identifiable Information, may be accessible by the Service Provider. For clarity, "**Personally Identifiable Information**" means information that may be used, either alone or in combination with other information, to personally identify, contact, or locate a natural person, such as an individual's full name, ID numbers, credit/debit card numbers, email addresses, and other similar information.
- 6.2. Limited Use of Personally Identifiable Information. Service Provider will only use or disclose Personally Identifiable Information of Traders (i) for internal purposes relating to the provision of the System and/or the Services, and, (ii) for such purposes, may permit access to the Personally Identifiable Information to its current or future direct or indirect subsidiaries that are subject to non-disclosure obligations consistent with those of this Agreement. Service Provider may also perform statistical analyses of Personally Identifiable Information in aggregated and anonymized formats. Notwithstanding the above-mentioned in this section or anything to the contrary in this Agreement, in the event that the Client fails to meet its obligations herein, and in particular with respect to payment of Fees, then section 6 of this agreement shall be void.
- 6.3. Authorizations for Use. Client undertakes to obtain all applicable authorizations legally required for the type of access to, and use of, Personally Identifiable Information described in this Section 6 (Privacy).
- 6.4. Return or Deletion on Termination. Subject to Section 9.3 (Post-Termination Obligations), upon termination of this Agreement in accordance with the terms and conditions hereof, Service Provider shall (i) at the request of the Client within 10 days of the end of the Term return to Client all or any part of the Personally Identifiable Information in its possession; or at Service Provider's option (ii) archive, erase or destroy all or any part of Personally Identifiable Information in its possession to the extent reasonably possible.

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## 7. TECHNICAL SUPPORT.

- 7.1. Support Services. Subject to Client's payment of the Fees specified in Schedule B (Fees and Payment Terms), Service Provider shall make commercially reasonable efforts to provide its standard technical support services ("**Support**") to Client for the purpose of resolving issues with the System reported to Service Provider. Notwithstanding the foregoing, in no event shall Service Provider be obligated to provide Support where Client is not in compliance with Section 4.1 (System Technical Requirements), or where the reported failure results from (i) a failure of Client's hardware or other software; or (ii) misuse or unauthorized use of, or unauthorized modification to, the System.
- 7.2. Notice of Scheduled Outages. Service Provider shall make commercially reasonable efforts to notify Client at least seven (7) days in advance of any scheduled outage or downtime in the System for Support or similar purposes.
- 7.3. Upgrades. In the event that Service Provider offers new versions or upgrades (other than standard releases that come with Support) containing new features of the System, or any of the systems comprising the System (collectively, "**Upgrades**"), Client may purchase the license to access such Upgrades at Service Provider's then-current rates.

## 8. INTELLECTUAL PROPERTY.

- 8.1. Client hereby acknowledges and agrees that Service Provider and its third party suppliers and licensors exclusively own all rights, title and interest in and to the System, and any associated documentation, content, and deliverables (collectively, "**Documentation**") developed and/or provided during the Services and all Intellectual Property Rights therein. As used herein, "**Intellectual Property Rights**" means: pending or granted patents, trademarks, service marks, trade names, registered and unregistered designs, trade or business names, copyright (including, but not limited to, rights in software), and any applications for any of the aforesaid, database rights, design rights, know-how, trade secrets, rights in confidential information and any other intellectual property rights whatsoever irrespective of whether such intellectual property rights have been registered or not which may subsist in any part of the world.
- 8.2. Client also acknowledges that the System and Documentation contain confidential and proprietary information and trade secrets belonging to Service Provider, as well as its third party suppliers and licensors, and that nothing herein gives Client any right, title or interest in the System or Documentation except for Client's limited express rights granted pursuant to Section 2.1 (License Grant) hereof. Service Provider shall be entitled to the unrestricted use and dissemination of any questions, comments, suggestions, ideas, feedback or any other information about the System or Services provided by Client to Service Provider (as well as to any designee of Service Provider).
- 8.3. Client hereby grants to Service Provider a non-exclusive, royalty-free, world-wide, non-transferable, non-assignable license during the Term to use Client's Intellectual Property Rights to such extent and solely for the purpose of Service Provider performing its obligations under this Agreement and as otherwise set out herein.

## 9. TERM AND TERMINATION.

- 9.1. Term. The term of this Agreement shall commence on the Effective Date and, unless otherwise terminated hereunder, shall remain in full force and effect for an initial period of twelve (12) months (the "**Initial Term**"). On expiration of the Initial Term, the Agreement will automatically renew for additional twelve (12) month periods (each, a "**Renewal Term**") unless either Party notifies the other in writing at least sixty (60) days prior to the end of the Initial Term or then-current Renewal Term, as the case may be, of its intent to terminate this Agreement upon the expiration of the Initial Term or then-current Renewal Term, as applicable (the Initial Term and any subsequent Renewal Term, collectively, the

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"Term"). During the Term, commercial terms and/or fees according to this Agreement shall not be renegotiated.

9.2. Termination. This Agreement may be terminated as follows:

9.2.1. Either Party may terminate this Agreement in the event that the other Party materially breaches (or threatens to materially breach) this Agreement (i) immediately upon written notice if the breach is not capable of cure, or (ii) if the breach is capable of cure, sixty (60) days after the notifying Party has given the breaching Party written notice specifying such breach and the breach has not been cured within such period. For greater clarity, where a party threatens, or otherwise indicates its intention, to terminate the Agreement without cause and without giving sufficient notice in accordance with Section 9.1 above prior to the expiration of the Term, such breach shall be deemed a material breach not capable of cure. Notwithstanding the foregoing, Service Provider may suspend the Services or terminate this Agreement and any outstanding purchase order effective upon written notice to Client if any payment is delinquent by more than ten (10) days.

9.2.2. Either Party may terminate this Agreement immediately in the event that the other Party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws.

9.3. Post-Termination Obligations. Upon expiration or termination of this Agreement for any reason, all rights and licenses granted by Service Provider to Client hereunder shall immediately cease, and Client shall forthwith return to Service Provider (or certify the destruction of) any software, documentation and all embodiments of the System. Each party shall return (or certify the destruction of) the Confidential Information of the other party; provided, however, that Service Provider may retain any data or information of Client to the extent, and for the time period, required for purposes of enforcing Service Provider's rights hereunder, including without limitation, rights to payment of the Fees due hereunder. Termination of this Agreement for any reason shall not relieve Client's obligations hereunder with respect to the payment of any and all Fees that are due and payable as of the effective date of termination or that Client has agreed to pay throughout the remainder of the Term. For greater clarity, and without limiting any other remedies available to Service Provider hereunder, if the Agreement terminates before the expiration of the Term as a result of Client's breach of this Agreement, Client shall be liable for the entire balance of the Fees which otherwise would be payable by Client in installments throughout the remainder of the Term, along with any late fees chargeable under Section 3.3 above.

9.4. Survival. Unless expressly specified otherwise hereunder, all provisions which by their nature are intended to survive termination of this Agreement (including without limitation Sections 5 (Confidentiality), 8 (Intellectual Property), 9.3 (Post-Termination Obligations), 10.3 (Indemnification), 12 (Disclaimer of Warranties), 13 (Limitation of Liability), 14 (Governing Law and Arbitration) and 15 (General) shall so survive.

## 10. REPRESENTATIONS AND WARRANTIES.

Client hereby represents and warrants as follows:

10.1. System Terms of Use. Throughout the Term Client shall require all Traders and any other customers of Client with access to the System or the Services to, be and remain in compliance with provisions that are as protective of Service Provider's (and its licensors') Intellectual Property Rights in and to the System and the Services as are set forth in Schedule C (System Terms of Use) attached hereto.

10.2. Use of Third Party Data Services. Client, as of the Effective Date, has purchased and will remain throughout the Term in compliance with, the license(s) necessary for Client's use

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of the Third Party Data Services and the Authorization granted to Service Provider in Section 2.5 (Authorization to Use Third Party Data Services).

- 10.3. Compliance with Laws. It is currently, and will remain throughout the Term, compliant with all applicable laws, regulations, and directives to which it is subject in connection with this Agreement, including without limitation, those relating to privacy and financial trading.
- 10.4. Proper Use of System. Client will not knowingly use the System or knowingly engage in any other activity hereunder in a manner that is false, misleading, or deceptive.

## 11. INDEMNIFICATION.

- 11.1. Mutual Indemnity. Each Party shall indemnify protect and hold harmless the other Party, its directors, shareholders, employees, and any related entity of such other Party from and against all losses, liabilities, judgments, suits, actions, proceedings, claims, damages and costs, including reasonable attorney's fees, suffered or incurred by the other Party, resulting from or arising out of the first Party's willful misconduct (including willful infringement of either Party's intellectual property rights), fraud and/or gross negligence. Client specifically acknowledges that Service Provider shall under no circumstances be held liable for, and the Client accordingly indemnifies Service Provider against, any and all claims asserted against Service Provider by reason of the Client's advertising, marketing and promotional efforts.
- 11.2. Client Indemnity. Client shall indemnify, protect and hold harmless Service Provider, its directors, shareholders, employees, and any related entity of the Service Provider from and against all losses, liabilities, judgments, suits, actions, proceedings, claims, damages and costs, including reasonable attorney's fees, resulting from or arising out of (a) claims made by Traders or any other third party to which Client gives access, directly or indirectly, to the System or the Services; and (b) Client's breach of Section 10 (Representations and Warranties).
- 11.3. Notice and Assistance. A Party indemnified under this Section 11 shall promptly notify the indemnifying Party in writing of any third party claim brought against it and shall render reasonable assistance (at the indemnifying Party's expense) as required.
- 11.4. Defense of Claims. An indemnifying Party shall be permitted to direct the defense of, and conduct settlement negotiations for, the third party claim, and the indemnified Party shall render reasonable assistance and cooperation (at the indemnifying Party's expense) therefor. In no event shall the indemnifying Party settle any claim in a manner that would cause the indemnified Party to incur liability, without the latter's prior written approval.

## 12. DISCLAIMER OF WARRANTIES.

CLIENT UNDERSTANDS AND AGREES THAT THE SYSTEM, SERVICES, AND ANY ASSOCIATED MATERIALS OR INFORMATION PROVIDED BY OR THROUGH SERVICE PROVIDER (OR ANY THIRD PARTY) TO THE CLIENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THAT SERVICE PROVIDER HEREBY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY, TITLE, AND NON-INFRINGEMENT. IN ADDITION, CLIENT ACKNOWLEDGES AND AGREES THAT SERVICE PROVIDER DOES NOT REPRESENT OR WARRANT THAT (i) THE OPERATION OF THE SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE; (ii) INFORMATION OR DATA PROVIDED IN CONNECTION WITH THE SYSTEM OR VIA THE THIRD PARTY DATA SERVICES WILL BE ACCURATE, TIMELY OR RELIABLE; (iii) THE SYSTEM WILL COMPLY WITH ITS SPECIFICATIONS; OR (iv) THE SYSTEM, SERVICES, THIRD PARTY DATA SERVICES, OR ASSOCIATED MATERIALS WILL MEET CLIENT'S OR ANY TRADER'S NEEDS OR REQUIREMENTS. SERVICE

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PROVIDER IS NOT AND SHALL NOT BE RESPONSIBLE FOR ANY INTERNET OR COMMUNICATIONS NETWORKS, FACILITIES, OR CONFIGURATIONS, AND MAKES NO REPRESENTATION OR WARRANTY REGARDING DELAYS, MALFUNCTIONS, OR FAILURES THEREOF.

**13. LIMITATION OF LIABILITY.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

13.1. EXCLUSION OF CERTAIN DAMAGES. IN NO EVENT SHALL EITHER PARTY, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, AGENTS, REPRESENTATIVES, OR LICENSORS, BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF REVENUE, PROFITS, CONTRACTS, ANTICIPATED SAVINGS, BUSINESS OR INVESTMENT OPPORTUNITY, GOODWILL, OR REPUTATION, NOR FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES, HOWEVER CAUSED, WHETHER FORESEEABLE OR UNFORESEEABLE, WHETHER BASED IN CONTRACT, TORT, OR OTHER PRODUCT OR STRICT LIABILITY, AND REGARDLESS OF WHETHER SUCH PARTY IS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

13.2. CAP ON LIABILITY. IN NO EVENT SHALL SERVICE PROVIDER, OR ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, AGENTS, REPRESENTATIVES, OR LICENSORS BE LIABLE FOR ANY DAMAGES OR LOSSES TO THE EXTENT THAT SUCH DAMAGES OR LOSSES EXCEED (i) FOR ANY ONE PARTICULAR EVENT, THE AMOUNT(S) ACTUALLY PAID BY CLIENT TO SERVICE PROVIDER (IF ANY) DURING THE ONE (1) MONTH IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT(S) GIVING RISE TO THE DAMAGES OR LOSSES OCCURS; OR (ii) FOR ALL EVENTS IN THE AGGREGATE, TWENTY-FIVE THOUSAND EURO (€25,000).

13.3. EXCEPTIONS. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS SET FORTH IN THIS SECTION 13 SHALL NOT APPLY TO DAMAGES OR LOSSES ARISING FROM (I) THE OBLIGATIONS OF THE PARTIES UNDER SECTION 11 (INDEMNIFICATION); AND/OR CLIENT'S FAILURE TO PAY THE FEES ACCORDING TO THIS AGREEMENT.

**14. GENERAL.**

15.1. Non-Solicitation. Client undertakes that during the Term of this Agreement and for a period

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retain as an employee, consultant or otherwise, any employee of Service Provider, or induce or attempt to induce any such employee to terminate or reduce the scope of his or her engagement with Service Provider; provided, however, that nothing herein shall prohibit the solicitation of any such employee who has responded to a public advertisement by the Client in the media inviting applicants for job vacancies. In the event of a breach of the foregoing, but without derogating from any other rights and remedies Service Provider may have in respect thereto, (i) the Service provider, without prior notice to Client, may limit or terminate the Clients access to the System and Services; and/or (ii) Client shall pay Service Provider an amount equivalent to such employee's monthly salary at Service Provider on the date of breach, multiplied by twelve (12). The parties agree and acknowledge that this amount is a liquidated amount, reasonable under the circumstances as of the Effective Date and not a penalty.

- 15.2. Relationship of Parties. This Agreement shall not be construed to create any employment or agency relationship, partnership, or joint venture, nor shall it authorize either Party to enter into any commitment or agreement binding the other Party. Except as expressly set forth herein, nothing in the Agreement shall confer any rights upon any person or entity other than the Parties hereto and their respective successors and permitted assigns.
- 15.3. Assignment. This Agreement and any rights and obligations hereunder may not be assigned or delegated in whole or in part by Client without the prior written consent of Service Provider. Any change in control of Client, whether by merger, stock sale, sale of substantially all of its assets, or otherwise ("**Change in Control**"), shall be deemed an assignment for purposes of this Agreement; Notwithstanding anything herein to the contrary, all authorized assignees of Client, before having access to the System, must comply with Service Provider's administrative, verification and infrastructure requirements. Any unauthorized assignment or transfer shall be null and void and constitute a material breach of this Agreement. Service Provider may, in its sole discretion, assign and delegate any of its rights and obligations under this Agreement, including the Agreement itself. All of the terms and conditions of this Agreement shall bind and benefit, and be enforceable by, the respective successors and permitted assigns of the parties hereto.
- 15.4. Subcontracting. Service Provider may, in its sole discretion, subcontract all or any part of its obligations under this Agreement, provided that it shall remain responsible for the fulfillment of such obligations.
- 15.5. Overnight Trades. The provision of Services is subject to the payment of fees for trades which are processed through the liquidity bridge and which are held overnight to the following trading day or days, and which fees are available upon written request to Service Provider and may be updated from time to time.
- 15.6. System and Services Disclaimer. The provision of the System, the Services, or any act by Service Provider hereunder, shall not constitute an offer or solicitation to buy or sell any foreign exchange contract or transaction, and each decision by Client or Trader therefor is an independent decision, with no express or implied representation made by Service Provider.
- 15.7. Prevailing Version. In the event that the Agreement is translated into any other language (the "**Translated Document**"), then the Translated Document is for information purposes and furnished only in order to assist Client. The Translated Document shall not constitute any agreement between the Service Provider and the Client. Notwithstanding the aforementioned, in the event of a dispute the Agreement (drafted in English) shall always prevail.
- 15.8. Waiver. The waiver by either Party of any default or breach under this Agreement shall not constitute a waiver of any other, or subsequent, default or breach.
- 15.9. Notices. All notices required under this Agreement must be in writing sent by email, confirmed fax, overnight courier, or certified or registered mail, return receipt requested, and (unless sent by email or confirmed fax) will be addressed to the receiving Party's

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address set forth at the beginning of this Agreement. Either Party may change its address for receipt of notice by notice to the other Party in accordance herewith. All notices shall be deemed given ten (10) business days following the date of mailing or one (1) business day following delivery to an overnight courier or via email or confirmed fax.

- 15.10. Severability. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all other provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law, and, if necessary, the Parties agree to substitute for such invalid provision a valid provision which most closely approximates the intent and effect of the invalid provision.
- 15.11. Force Majeure. Except with respect to Client's payment obligations hereunder, neither Client nor Service Provider shall be liable for failure to perform any of its respective obligations hereunder if such failure is caused by an event outside its reasonable control, including without limitation, an act of god, war, natural disaster, fire, flood, terrorism, riot, embargo, fuel or energy shortage, wrecks or delay in transportation, or any other cause beyond its reasonable control. If there is a performance delay due to any such cause, the date of delivery or time for completion shall be extended by a time period reasonable necessary to overcome the delay's effect.
- 15.12. Equitable Relief. The Parties hereby acknowledge and agree that the breach of certain provisions of this Agreement, including without limitation those provisions relating to confidentiality and intellectual property, shall cause irreparable harm to the non-breaching Party for which there may be no adequate remedy available at law, and that an affected Party shall be entitled to appropriate equitable relief (including without limitation injunctive relief and specific performance) in the event of any such breach, threatened breach, or intended breach by the other Party. Such remedies shall be in addition to all other remedies available at law or in equity.
- 15.13. Set-Off. Whenever any sum of money shall be recoverable from, or payable by Client, whether in respect of this Agreement or another agreement between Client and Service Provider or between Client and an Affiliate of Service Provider, the same may be deducted from or set off against any sum then due, or which at any time thereafter may become due, to the Client hereunder, and Client shall issue a credit note to Service Provider in respect of such sum recoverable or payable. Service Provider, in its discretion, may demand that such sum be paid by Client to Service Provider or its Affiliate, and exercise of such rights by Service Provider shall be without prejudice to any other rights or remedies available hereunder. Client shall have no such deduction, set-off or similar right.
- 15.14. Export Restrictions. Client shall not, and shall ensure its Traders and any other customers of Client with access to the System or the Services do not, (i) export or re-export the System to any country for which an export license or other governmental approval is required, without first obtaining the requisite license and/or approval; and (ii) export the System in violation of any export control laws and regulations that apply to Client and any such Trader or other customer (as applicable).
- 15.15. Publicity. Client hereby agrees to allow Service Provider to use Client's name and logo in Service Provider's customer lists, on Service Provider's websites, and in Service Provider's marketing materials.
- 15.16. Recording Calls. Either Party may record telephone conversations without use of a warning tone. Such records will be the recording Party's sole property and accepted by the other as evidence in relation to any issue arising between Service Provider and Client.
- 15.17. Amendments. No modifications, additions, or amendments to this Agreement and the Schedules attached hereto shall be effective unless made in writing and signed by a duly authorized representative of each Party.
- 15.18. Entire Agreement. This Agreement and the Schedules attached hereto constitute the entire agreement and understanding between the Parties with respect to the subject matter set

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forth herein, and supersede all prior or contemporaneous agreements or understandings, written or oral, concerning such subject matter. The Agreement may be executed in one or more counterparts, each of which will be an original, and all of which will be one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date and year indicated below.

**SERVICE PROVIDER**  
[Marketing and Consulting LTD]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

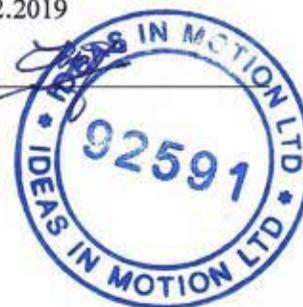
**CLIENT**  
[Ideas In Motion Ltd]

By: Fidanka Nedkova

Title: Director

Date: 03.12.2019

Signature: \_\_\_\_\_



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**SCHEDULE A****System and Services**

Terms not defined herein shall have the meanings ascribed thereto in the Services Agreement to which this Schedule is attached.

The following sets out the System components and Services:

1. Activ8. The Activ8 System comes with a free data content package that is comprised according to Service Provider's sole discretion. Service Provider retains the right to remove any and all of the free data content package, or add additional content for an additional charge. For the avoidance of doubt, additional charges to Clients shall be pre-approved by the Parties. The following sets out the Activ8 package:
  - 1.1. One Activ8 Web brand – available for the operation of one brokerage brand;
  - 1.2. One Activ8 Mobile brand – available for the operation of one brokerage brand;
2. One Sirix Broker
3. Crypto for Sirix– the cryptocurrencies symbols that shall be available to Client via the System are listed in the attached **Schedule F**.
4. One LXRisk Management Server with Liquidity Bridge to LXCapital (LXCapital is a product of Marketing and Consulting LTD. {"M&C"} and its provision is subject to opening an account and signing a separate agreement with M&C).
5. LXSocial
6. Hosting of the System
7. Access to LXAPI

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**SCHEDULE B**

**Fees and Payment Terms**

Terms not defined herein shall have the meanings ascribed thereto in the Services Agreement to which this Schedule is attached.

**Fees for System:**

8. Setup fees: Waived.  
 9. Monthly fees: Waived.  
 10. Definitions:

"**Net Revenue**" - shall be calculated on a calendar monthly basis, and shall equal Revenues less Traders Profit.

"**Revenues**" - the total amount earned arising from Trading activity conducted on the Trading Platform by the Traders during the relevant period.

"**Trading/Trade**" means the trading in FX, virtual trading such as Cryptocurrencies and other CFDs on the Trading Platform offered through the Website.

"**Trader(s)**" means any person or legal entity who: (i) is registered through the Website; or (ii) conducts Trading through the Website; or (iii) makes a deposit via the Website; or (iv) enters into a contractual agreement with Marketing and Consulting LTD for the provision of investment and ancillary services in accordance with Marketing and Consulting LTD license.

"**Traders Profit**" - the total amount of profits made by Traders during the relevant period following the completion of trade investments by the Traders via the Trading Platform;

"**Trading Platform**" means the trading platform belonging or provided by the Service Provider on which Traders can conduct online trading in FX, Cryptocurrencies and other CFDs and forming part of the System.

"**Website**" means the domain from which the Client operates, offers use of the Trading Platform, and from which Traders are able to conduct Trading.

11. Share of Net Revenue Fees. The Parties shall share the Net Revenue emanating from the B-Book ("Virtual" Trading) as follows:

In case of *Positive* Net Revenue :

Client: 0 - 100.000 92 %  
           100.001 + 96 %

Provider: 0 - 100.000 8 %  
           100.001 + 4 %

In case of *Negative* Net Revenue:

Client : 100 %

Service Provider: NONE

12. Minimum Share of Net Revenue Fees: € 8000 per month ("**Minimum Monthly Fees**").

The Minimum Monthly Fees are the minimum funds that Client shall pay Service Provider, per month for Share of Net Revenue Fees (the "**Total Monthly Share**"). If the Total Monthly Share is lower than the Minimum Monthly Fees in a particular month, then Client shall be invoiced according to the Minimum Monthly Fees.

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**Fees for additional Services available on request:**

13. Processing fees for transactions handled via MAM: Same as the processing fees described above, plus extra €5 per each €1,000,000 per leg (i.e. one way - buy / sell, not round-trip).

**Payment terms and invoicing:**

14. Payment Terms: For the Services provided in accordance with this Agreement by Service Provider, Client agrees to pay Service Provider according to the fees set out above within 10 days from the date of Service Provider's invoice. With regards to processing fees, Service Provider may settle any fees immediately upon processing of transactions if applicable.
15. Invoicing of Monthly Fees: Service Provider may issue invoices for monthly fees at the beginning of the applicable month (in advance).
16. Invoicing of Processing Fees: Service Provider may issue invoices for processing fees at the beginning of the month for the preceding month (in arrears).
17. Currency: All payments shall be in Euro, at Service Provider's discretion.
18. Costs of Transfer: Client is responsible for paying and incurring all fees and expenses charged by banks and/or other entities enabling or facilitating transfer of the Fees to Service Provider.

**Training for Purchasers of Plug In:**

19. Clients shall be entitled to receive, at no additional charge, three (3) hours of training on the System at Service Provider's offices (transportation, accommodations, and living expenses not included) or remotely, to be scheduled for such time and date as is agreed between the Parties in advance.
20. Additional training (available upon request) – the Client shall pay to the Service Provider €100 for any additional (to the above stated) hour of training, or €500 for a full day of training (consisted of 8 hours).

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**SCHEDULE C****System Terms of Use**

This schedule outlines the wording of the terms of use that the Client shall provide to its Traders and any other customers of Client with access to the System.

**The System**

The System is a trading platform which consists of trading interfaces, applications, and/or other features intended for electronic trading transactions (the "System"). The System enables access from various computers, operating systems, browsers, mobile devices and/or other devices to a trading platform owned by a third party or its licensors (collectively, "Licensor") and intended for electronic trading transactions.

**Intellectual Property Rights**

The System is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The System is licensed, not sold, in the form of a revocable, non-exclusive, non-transferable, non-sublicensable license to use the System strictly in accordance with these terms, including the warranty disclaimers, and the limitations of liability.

All ownership, title and intellectual property rights in and to the System (including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the System), are owned by Licensor. You may not modify the System or remove, alter, or conceal in whole or in part any copyright or trademark (including notices thereof) included in the System.

**General Risk Disclosure**

ELECTRONIC TRADING TRANSACTIONS AND THE USE OF LEVERAGE ARE CONSIDERED SPECULATIVE AND CARRY HIGH RISK. DO NOT ENGAGE IN SUCH TRADING WITHOUT UNDERSTANDING THE INHERENT RISKS; DO NOT INVEST FUNDS THAT YOU CANNOT AFFORD TO LOSE; AND DO NOT RELY ON OR TREAT THE SYSTEM OR THE INFORMATION CONTAINED THEREON AS A SUBSTITUTE FOR PROFESSIONAL ADVICE. YOU HEREBY ACKNOWLEDGE AND AGREE THAT THE SERVICE PROVIDOR, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS ARE NOT INVESTMENT, TAX OR FINANCIAL ADVISORS, AND THAT NO PART OR COMPONENT OF THE SYSTEM IS INTENDED TO PROVIDE, OR SHOULD BE CONSTRUED AS PROVIDING, ANY INVESTMENT, TAX OR OTHER FINANCIAL ADVICE, OF ANY KIND.

**Limitations**

You may not sell, rent, lease or lend the System. You may not copy, reverse engineer, decompile, disassemble, adapt, translate, make derivative works of, or attempt to derive the source code of, the System. The System is licensed as a single product and its component parts may not be separated. Without prejudice to any other rights of the Licensor, failure to comply with these terms or violation of these terms may result in suspension or deactivation of your use of the System with or without notice.

**Disclaimer of Warranties**

YOU ACKNOWLEDGE THAT THE SYSTEM MAY NOT WORK ERROR FREE. THERE IS NO WARRANTY (EXPRESS OR IMPLIED) THAT THE FUNCTIONS CONTAINED IN THE SYSTEM

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WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SYSTEM WILL BE UNINTERRUPTED, ERROR FREE, OR OTHERWISE FREE OF BUGS, SECURITY BREACHES, VIRUS ATTACKS, OR OTHER DISRUPTIONS AND INTERFERENCES.

THE SYSTEM AND THE USE OF THE SYSTEM THROUGH AN INTERNET CONNECTION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITH ALL FAULTS, AND ALL WARRANTIES AND CONDITIONS ARE DISCLAIMED, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, AND OF LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT, ALL WITH REGARD TO THE SYSTEM AND USE OR INABILITY OF USE THEREOF. YOU HEREBY SPECIFICALLY AGREE AND ACKNOWLEDGE THAT THE ENTIRE RISK, IF ANY, AS TO THE QUALITY OF, OR ARISING OUT OF, USE OR PERFORMANCE OF THE SYSTEM OR THE USE OF THE INTERNET GENERALLY REMAINS SOLELY WITH YOU.

#### Limitation of Liability

IN NO EVENT SHALL THE LICENSOR OR ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS AND AGENTS BE LIABLE FOR ANY LOSS OF PROFITS, REVENUES, SALES, BUSINESS, OPPORTUNITY, ANTICIPATED SAVINGS, CONFIDENTIAL INFORMATION, OR DATA, NOR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (HOWEVER CAUSED, WHETHER FORESEEABLE OR UNFORESEEABLE, WHETHER BASED IN CONTRACT, TORT, OR OTHER PRODUCT OR STRICT LIABILITY, AND REGARDLESS OF WHETHER LICENSOR OR SUCH PARTY IS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.) ARISING OUT OF, OR WITH RESPECT TO, THE SYSTEM AND/OR THE USE OR INABILITY OF USE THEREOF.

#### Disclosure

Licensor reserves the right to access, read, preserve, and disclose any information or data on, in, or related to, the System (including, without limitation, any user submissions or other information shared, transmitted, or published by you) as the Licensor reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request; (ii) enforce these terms, including investigation of potential violations of it, or other abuses of the System; (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests; and/or (v) protect the rights, property or safety of the Licensor, its customers or the public.

#### Social Trading Service

In the event that we make available, and you wish to use, the System's "social trading" feature, you hereby acknowledge that you have read and reviewed the terms and conditions relating thereto that can be found at: Sirix Social Terms and Conditions, and that you consent thereto

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**SCHEDULE D****Guarantee**

Date:

Made by: (1) FIDANKA NEDKOVA a citizen of BULGARIA, Passport No. 384725930 having a principal address of BULGARIA, SOFIA, 748 str. 12; and

(2) \_\_\_\_\_, a citizen of \_\_\_\_\_, Passport No. \_\_\_\_\_ having a principal address of \_\_\_\_\_

(jointly and severally, the "Guarantor").

**1. Definitions**

The following words have these meanings in this Guarantee:

- 1.1. "Beneficiary" means Marketing and Consulting Ltd, having a principal address Republic of Bulgaria with a registered address of 1111 Sofia city, Sofia district (Metropolis); Metropolitan Municipality, Slatina Region, Geo Milev R.A., 7 Postoyanstvo Str., app. 1, Bulgaria
- 1.2. "Services Agreement" means the Services Agreement between Principal 1.3. and Beneficiary having an effective date of \_\_\_\_\_.

"Principal" means \_\_\_\_\_ (Registration No. \_\_\_\_\_) having a principal address \_\_\_\_\_.

➤ Terms used in this Guarantee that are defined in the Services Agreement and not defined herein have the same meanings in this Guarantee as in the Services Agreement.

**2. Consideration**

- 2.1. The Guarantor gives this Guarantee to Beneficiary in consideration of Beneficiary agreeing to enter into the Services Agreement.
- 2.2. The Guarantor acknowledges the receipt of valuable consideration from Beneficiary for the Guarantor incurring obligations and giving rights to the Beneficiaries under this Guarantee.

**3. Guarantee**

The Guarantor unconditionally and irrevocably guarantees to the Beneficiary the due and punctual performance and observance by the Principal of its obligations under the Services Agreement, including, without limitation, the obligation to pay money and to indemnify pursuant to the provisions of the Services Agreement.

**4. Continuing Obligation**

- 4.1. This Guarantee shall be effective from the Effective Date of the Services Agreement, is a continuing guarantee, and remains in full force and effect with respect to the

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Principal's obligations to the Beneficiary under the Services Agreement until such obligations have been wholly fulfilled or until the completion of all the undertakings of the Guarantor under this Guarantee.

4.2. Upon satisfaction of this Guarantee, it shall be returned to the Guarantor.

#### 5. Guarantee not affected

The liability of the Guarantor will remain bound by this Guarantee, unless the Guarantor and the Beneficiaries each expressly agree to the contrary, notwithstanding (a) the granting of time, credit or forbearance to the Principal; or (b) the release or waiver in relation to the Principal of any rights of the Beneficiary.

#### 6. Notices

All notices required under this Agreement must be in writing sent by email, confirmed fax, overnight courier, or certified or registered mail, return receipt requested, and (unless sent by email or confirmed fax) will be addressed to Guarantor's address set forth above. Either Party may change its address for receipt of notice by notice to the other Party in accordance herewith. All notices shall be deemed given ten (10) business days following the date of mailing or one (1) business day following delivery to an overnight courier or via email or confirmed fax.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee the day and year first before written.

GUARANTOR (Natural Persons)

By: \_\_\_\_\_

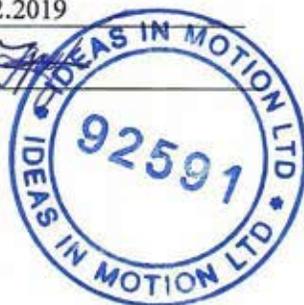
By: FIDANKA NEDKOVA

Date: \_\_\_\_\_

Date: 03.12.2019

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_



In addition to this guarantee, please submit copies of the following documents:

- VALID PASSPORT COPIES OF THE GUARANTORS
- RECENT UTILITY BILL OF THE GUARANTORS ADDRESS (from the last three months)

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**SCHEDULE E****APPLICATION QUESTIONNAIRE**

<b><u>SECTION A</u></b>
<b>REGISTERED NAME OF ENTITY: Ideas of Motion Ltd</b>
<b>JURISDICTION (COUNTRY) OF INCORPORATION: Marshal Islands</b>
<b>REGISTRATION NO.: 92591</b>
<b>DATE OF FORMATION: 08.09.2017</b>
<b>BUSINESS ACTIVITIES (please provide a brief description of the main business activities of the company):</b> _____ _____ _____

<b>NAMES OF REGISTERED/DIRECT SHAREHOLDER(S):</b> 1. Fidanka Nedkova 2. 3.
<b>NAMES OF ULTIMATE BENEFICIAL OWNER(S) (if different from above):</b> 1. Fidanka Nedkova 2. 3.

<b>NAMES OF DIRECTORS (if more than three, please insert accordingly):</b> 1. 2. 3.
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<b><u>SECTION B</u></b>
<b>REGISTERED OFFICE ADDRESS: Trust Company Complex, Ajeltake road, Ajeltake Island, Majuro, republic of Marshal Islands MH96960</b>

**PHYSICAL ADDRESS (where activities take place):**

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TELEPHONE NO.:
WEBSITE: www.toptradepro.com

**SECTION C**

In addition to this form, please submit copies of the following documents:

- CERTIFICATE OF INCORPORATION
- CERTIFICATE OF INCUMBENCY/GOOD STANDING (where applicable)
- REGISTER OF DIRECTORS, ACCOMPANIED BY VALID PASSPORT COPIES
- REGISTER OF SHAREHOLDERS AND SUPPORTING CORPORATE DOCUMENTS (where applicable)
- RECENT UTILITY BILL OF THE COMPANY'S PHYSICAL ADDRESS (from the last three (3) months)

By signing this form you confirm and declare that:

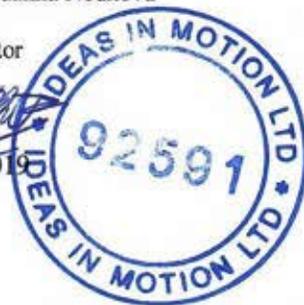
- a) You must have not been engaged in or have benefited from criminal conduct in any part of the world and funds which are subject to the proposed arrangement do not wholly or in part directly or indirectly represent the proceeds of criminal conduct.
- b) The information given hereunder and in the documents requested hereby is to the best of your knowledge true and accurate as at the date hereof, and should there be any changes in the information so provided you undertake to promptly advise us of the same in writing.

Full Name: Fidanka Nedkova

Position: Director

Signature: 

Date: 03.12.2019



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**SCHEDULE F****List of Available Crypto**

<u>No.</u>	<u>Non-Financial Symbol</u>	<u>Description</u>	<u>No.</u>	<u>Non-Financial I Symbol</u>	<u>Description</u>
1	ZRX/BTC	Ox/Bitcoin	52	ZEC/BTC	Zcash/Bitcoin
2	BCY/BTC	BitCrystals/Bitcoin	53	LSK/BTC	Lisk/Bitcoin
3	CVC/BTC	Civic/Bitcoin	54	GAS/BTC	Gas/Bitcoin
4	ETH/BTC	Ethereum/Bitcoin	55	PINK/BTC	Pinkcoin/Bitcoin
5	GNT/BTC	Golem/Bitcoin	56	STRAT/BTC	Stratis/Bitcoin
6	LTC/BTC	Litecoin/Bitcoin	57	XBC/BTC	BitcoinPlus/Bitcoin
7	NXC/BTC	Nexium/Bitcoin	58	BCN/BTC	Bytecoin/Bitcoin
8	XPM/BTC	Primecoin/Bitcoin	59	XEM/BTC	NEM/Bitcoin
9	STR/BTC	Stellar/Bitcoin	60	GNO/BTC	Gnosis/Bitcoin
10	VRC/BTC	VeriCoin/Bitcoin	61	NXT/BTC	NXT/Bitcoin
11	XMR/BTC	Monero/Bitcoin	62	BTCD/BTC	BitcoinDark/Bitcoin
12	ARDR/BTC	Ardor/Bitcoin	63	BURST/BTC	Burst/Bitcoin
13	NEOS/BTC	Neoscoin/Bitcoin	64	CLAM/BTC	CLAMS/Bitcoin
14	RADS/BTC	Radium/Bitcoin	65	DOGE/BTC	Dogecoin/Bitcoin
15	REP/BTC	Augur/Bitcoin	66	EMC2/BTC	Einstenium/Bitcoin
16	BTM/BTC	Bitmark/Bitcoin	67	FLDC/BTC	FoldingCoin/Bitcoin
17	XCP/BTC	Couterparty/Bitcoin	68	MAID/BTC	MaidSafeCoin/ Bitcoin
18	EXP/BTC	Expanse/Bitcoin	69	POT/BTC	PotCoin/Bitcoin
19	GRC/BTC	Gridcoin Research/Bitcoin	70	BTC/EUR	Bitcoin/Euro
20	XVC/BTC	Vcash/Bitcoin	71	ETH/EUR	Ethereum/Euro
21	SBD/BTC	Steem Dollars/Bitcoin	72	LTC/EUR	Litecoin/Euro
22	RIC/BTC	Riecoin/Bitcoin	73	XRP/EUR	Ripple/Euro
23	SJCX/BTC	Storjcoin X/Bitcoin	74	XMR/EUR	Monero/Euro
24	VTC/BTC	Vertcoin/Bitcoin	75	BCH/EUR	Bitcoin Cash/Euro
25	XRP/BTC	Ripple/Bitcoin	76	BCH/USD	Bitcoin Cash/ UDS
26	DASH/BTC	Dash/Bitcoin	77	BTC/USD	Bitcoin/USD
27	OMNI/BTC	Omni/Bitcoin	78	ETH/USD	Ethereum/USD
28	STEEM/BTC	Steem/Bitcoin	79	LTC/USD	Litecoin/USD
29	BELA/BTC	Bela/Bitcoin	80	XRP/USD	Ripple/USD
30	BTS/BTC	BitShares/Bitcoin	81	XMR/USD	Monero/USD
31	DCR/BTC	Decred/Bitcoin	82	OMG/ETH	OmiseGO/Ethereum

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32	<b>FCT/BTC</b>	Factom/Bitcoin	83	<b>REP/ETH</b>	Augur/Ethereum
33	<b>HUC/BTC</b>	Huntercoin/Bitcoin	84	<b>STEEM/ETH</b>	Steem/Ethereum
34	<b>NMC/BTC</b>	Namecoin/Bitcoin	85	<b>ZEC/ETH</b>	Zcash/Ethereum
35	<b>OMG/BTC</b>	OmiseGO/Bitcoin	86	<b>ZRX/ETH</b>	Ox/Ethereum
36	<b>POT/BTC</b>	PotCoin/Bitcoin	87	<b>ETC/ETH</b>	Etherum Classic/ Ethereum
37	<b>AMP/BTC</b>	Synereo AMP/Bitcoin	88	<b>GAS/ETH</b>	Gas/Ethereum
38	<b>VIA/BTC</b>	Viacoin/Bitcoin	89	<b>GNO/ETH</b>	Gnosis/Ethereum
39	<b>ETC/BTC</b>	Etherum Classic/Bitcoin	90	<b>GNT/ETH</b>	Golem/Ethereum
40	<b>GAME/BTC</b>	GameCredits/Bitcoin	91	<b>LSK/ETH</b>	Lisk/Ethereum
41	<b>PASC/BTC</b>	PascalCoin/Bitcoin	92	<b>CVC/ETH</b>	Civic/Ethereum
42	<b>STORJ/BTC</b>	Storj/Bitcoin	93	<b>BCH/ETH</b>	Bitcoin Cash/ Ethereum
43	<b>BCH/BTC</b>	Bitcoin Cash/Bitcoin	94	<b>ZEC/XMR</b>	Zcash/Monero
44	<b>BLK/BTC</b>	BlackCoin/Bitcoin	95	<b>BCN/XMR</b>	Bytecoin/Monero
45	<b>DGB/BTC</b>	DigiByte/Bitcoin	96	<b>BLK/XMR</b>	BlackCoin/Monero
46	<b>FLO/BTC</b>	Florincoin/Bitcoin	97	<b>BTCD/XMR</b>	BitcoinDark/Monero
47	<b>LBC/BTC</b>	LBRY Credits/Bitcoin	98	<b>DASH/XMR</b>	Dash/Monero
48	<b>NAV/BTC</b>	NAVCoin/Bitcoin	99	<b>MAID/XMR</b>	MaidSafeCoin/ Monero
49	<b>PPC/BTC</b>	Peercoin/Bitcoin	100	<b>NXT/XMR</b>	NXR/Monero
50	<b>SC/BTC</b>	Siacoin/Bitcoin	101	<b>LTC/XMR</b>	Litecoin/Monero
51	<b>SYS/BTC</b>	Syscoin/Bitcoin			

Client hereby accepts and assumes the risk and liabilities associated with trading operating and offering of such Cryptocurrency symbols, and he confirms he had read the RISK WARNING attached hereto as **Schedule G**.

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**SCHEDULE G**  
**RISK WARNING**

The trading of goods and products, real or virtual, as well as virtual currencies involves significant risk. Prices can and do fluctuate on any given day. Due to such price fluctuations, you may increase or lose value in 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 also has special risks not generally shared with official currencies or goods or commodities in the market. Unlike most currencies, which are backed by governments or other legal entities ("FIAT" currencies), or by commodities such as gold or silver, Bitcoin and other Cryptocurrencies are solely backed by technology and trust. Some cryptocurrencies do not have a central bank that can take corrective measure to protect the value of such Cryptocurrencies in a crisis or issue more currency when circumstances dictate. Instead, Bitcoin and other Cryptocurrencies are an as-yet autonomous and largely unregulated worldwide system of currency firms and individuals. Traders put their trust in a digital, decentralized and partially anonymous system that relies on peer-to-peer networking and cryptography to maintain its integrity.

Cryptocurrency trading is probably susceptible to irrational (or rational) bubbles or loss of confidence, which could collapse demand relative to supply. For example, confidence might collapse in Bitcoin because of unexpected changes imposed by the software developers or others, a government crackdown, the creation of superior competing alternative currencies, or a deflationary or inflationary spiral. Confidence might also collapse because of technical problems: if the anonymity of the system is compromised, if money is lost or stolen, or if hackers or governments are able to prevent any transactions from settling.

Certain Crypto Currencies may be unavailable (temporarily or indefinitely) due to circumstance which are outside the control of the Service Provider. It is further clarified that any 3rd party license and/or authorization which is required for receiving and/or for the distribution of the Crypto Currencies, shall be at the sole responsibility of the Client to obtain.

For the avoidance of doubt, since Crypto Currencies are considered non-financial symbols, only virtual trading shall be possible concerning the Crypto Currencies and client hereby confirms that he shall bear all associated risk with such virtual trading. Client further acknowledges that the Crypto Currencies are not considered as common instruments, nor are they financial symbols for the purpose of the Agreement and/or Addendum and they are not included as part of Service Provider's Feed service.

THERE MAY BE ADDITIONAL RISKS THAT WE HAVE NOT FORESEEN OR IDENTIFIED IN THIS RISK WARNING. YOU SHOULD CAREFULLY ASSESS WHETHER YOUR FINANCIAL SITUATION AND TOLERANCE FOR RISK IS SUITABLE FOR BUYING, SELLING OR TRADING CRYPTOCURRENCIES.

We use our banking providers in order to receive client monies and making payments. Our banking providers DO NOT transfer Cryptocurrencies, exchange Cryptocurrencies, or provide any services in connection with Cryptocurrencies.

Initials:   F.N.