End-User License Agreement
PROfit Application

Please read the terms and conditions of this End User License Agreement carefully before continuing with the use of the App which may be modified and/or amended from time to time (hereinafter the "**EULA**").

The EULA is applicable to both, physical persons and legal entities that otherwise use or access the Product (shall hereinafter be collectively defined as the "**End-User**", "**You**").

By accepting this EULA, You consent to the use of electronic communication in order to enter into contracts as well as to the electronic delivery of any notices, policies and records of transactions initiated or completed via the App. You hereby waive any rights or requirements under the laws or regulations of the jurisdictions which require an original wet signature or delivery or retention of hard copy records, to the extent permitted by applicable and mandatory law.

This EULA including any updates to it constitutes a legal agreement between You and the Company which shall govern the use of the Product on any technological device (i.e. computer, laptop, smartphone, tablet etc) installed by You or any third party.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS EULA, UNDERSTOOD AND AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN AND BY CLICKING ON THE "CONFIRM" OR "ACCEPT" BUTTON AND OR BY CONTINUING TO USE THE APP, YOU EXPRESSLY AND AUTOMATICALLY ACCEPT AND CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS DOCUMENT AND GRANT TO THE COMPANT THE RIGHTS SET FORTH HEREIN.

For the effective use of the App, its components and software additions, you must accept any applicable additional terms and conditions (hereinafter "**Additional Terms**"). Where such Additional Terms are applicable, you can accept them by clicking to accept or agree where applicable to You or by continuing to use the App. Notwithstanding the above, any applicable Additional Terms, which may be updated from time to time, shall be considered to be an integral and inseparable part of this EULA and shall be read and interpreted together. For the avoidance of doubt and in case where there is a conflict between this EULA and any Additional Terms, unless it otherwise indicated, the terms and conditions of the EULA shall prevail.

IF YOU ARE A RESIDENT OF A JURISDICTION WHERE THE DOWNLOAD OR USE OF THE PRODUCT IS PROHIBITED BY LAW DUE TO DIFFERENT REQUIREMENTS OR A COMPLETE BAN ON THE USE OF THE PRODUCT IN SUCH JURISDICTION, DO NOT INSTALL OR USE IT.

1. TERMS AND DEFINITIONS

1.1. For the purposes of this Agreement, the following terms shall have the meaning and are defined as specified below:

Affiliate: means, with respect to a specified entity, (i) an entity (other than the Company) that directly or indirectly, through one or more intermediaries, owns more than 50% of the shares of the Company, or (ii) an entity that directly or indirectly through one or more intermediaries, is controlled by the Company, in each case where the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract interest or otherwise.

App: means the PROfit application which is developed by and/or for the Company. The App is owned by the Company, together with any updates, upgrades, revisions, modifications,

additions, new versions and related subsystems, parts, services and components thereof, including, but not limited to, the server and components of the trading platform, the relevant secure network protocols of data transmission, databases, user interface of the software, documentation, the Product and components and/or add-ons.

Company: means Naxex IP Limited, a company, duly incorporated and registered under the laws of the Republic of Cyprus with registered number HE321432 and with registered address at Archbishop Makarios III, 74 "AMARANTON COURT", 3rd Floor, Mesa Geitonia, 4003, Limassol, Cyprus.

Effective Date: means the date on which this EULA is entered into by clicking on the "Continue", "Accept" or similar icon in accordance with the applicable procedure upon use of the App by You, whichever occurs first.

Intellectual Property Rights: means patents, designs, trademarks and trade names (whether registered or unregistered), copyright and related rights, database rights, knowhow, trade secrets and confidential information; all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or come in existence in the future; applications, pending applications, extensions and renewals in relation to any such rights.

Password: means a code You select, which together with the Login, gives You access to Your User Account.

Product: means the trading platform system via the App which enables traders to trade in the financial markets via Entities they enter into separate agreement with. The Product may also include any integrated components on the App that may from time to time be updated.

Login: means the identification code, which together with the Password, gives You access to Your User Account.

User Account: means the account You create for the use of the App including the Login and Password.

1.2. Words used in singular form include the plural, and vice versa, as appropriate.

2. LICENSE GRANT AND RESTRICTIONS

2.1. Subject to the terms and conditions of this EULA, the Company hereby grants You a limited, individual, non-exclusive, simple, non-sublicensable, non-assignable, non-transferable, free of charge license to download, install and use the App solely on Your personal computer, smartphone or tablet, for the use of inter alia, trading in the financial markets via the Entities with which You enter into separate contractual relations.

2.2. You shall not sell, assign, rent, lease, distribute, export, import, or otherwise grant rights to use the App or any part thereof to a third party.

2.3. You undertake not to knowingly or unknowingly cause, permit or authorize the modification in any way of the App. At all times, You shall comply with the requirements and specifications relating to the App's design, use and presentation at all times. The terms of this Clause shall survive termination of this EULA.

2.4. The App may be integrated to and/or integrate software and other technology owned or controlled by third parties (hereinafter the "**Components**"). The use of any such third-party software or technology shall fall under the scope of this EULA. When you use a third-party Component, you will be subject to its terms and licenses as applicable and you agree to comply with such third-party's terms of use of the component. The Company will have no obligation and or liability relating to the Components. The Company hereby disclaims any and all representations and warranties, express, implied or statutory, with respect to any and all such Components.

2.5. Any and all Components that may be distributed together with the App will be subject to You explicitly accepting a license agreement with that third party and You will not hold Company liable in any way relating to the Component and Your rights remain against the third-party providing the Component.

2.6. You acknowledge and agree that any and all IP Rights in the App, promotional materials are and shall remain the exclusive property of the Company. Nothing in this EULA intends to transfer to/or vest in You any such intellectual property rights. Any ownership and/or intellectual property rights in relation to any third-party component is the property of the third-party and may be protected by applicable copyright or other intellectual property laws and treaties. The Company hereby confirms that it has all the necessary licences to distribute any third-party Components.

2.7. You are only entitled to the limited use of the licensed App granted to You under this EULA. You will not take any action to jeopardize, limit or interfere with the intellectual property rights. You acknowledge and unequivocally agree that any unauthorized use of any intellectual property rights is in violation of this Agreement, as well as a violation of the international intellectual property laws and treaties, including without limitation copyright laws and trademark laws. Notwithstanding any other provision herein, the Clause 5 shall survive the termination of this EULA.

2.8. It is hereby agreed that that You shall not remove, obscure, make illegible or alter any notices or indications of the intellectual property right held by the Company, whether such notices or indications are affixed on, contained in or otherwise connected to any existing materials.

2.9. You agree to maintain the value and reputation of the App and/or the Company's brand or name, to the best of Your abilities. Further, You shall not use the App in any other method that contradicts with the terms and conditions provided herein. Notwithstanding the generality of this Clause, you will not use the App in any way that in the Company's opinion, constitutes or is potentially fraudulent or inappropriate or contrary to the provisions of the EULA and/or any Additional Terms.

2.10. You agree that the services and products You provide/receive using the Product, shall be provided in compliance with all applicable laws and regulations (including without limitation those relating to anti-money laundering laws and regulations).

2.11. You agree that You are solely responsible for any services and/or products You select using the Product.

2.12. You hereby explicitly acknowledge that Your rights to use the Product are strictly subject to full compliance with this EULA, and any breach of any provision of this EULA or any applicable Additional Terms shall give rise to automatic right of termination by the Company and the prohibition to use the Product.

2.13. The Company reserves the right at its sole and absolute discretion to amend, change, add or remove portions of the EULA and/or of any Additional Terms at any time, on a general or individual basis, for any reason, by notifying You of the amendments. Such changes shall be effective immediately upon receipt of the notification. Should You continue to use the Product following any such changes, shall automatically constitute Your acceptance to be bound by the revised terms. Where you do not agree with any of the changes, you shall immediately cease any and all use of the Product.

2.14. You acknowledge and agree that the use of the Product shall be at Your own risk and account. You agree, on demand, to indemnify, defend and hold the Company, its Affiliates and staff harmless from and against any and all liability and costs (including reasonable attorneys' fees) incurred by such person, in connection with or arising out of:
   (a) using the Product; or
   (b) any breach or violation of the terms and conditions of this Agreement.

2.15. The App may utilize resources of Your computer (or other applicable device) You are utilizing, including, but not limited to, CPU, memory and network connectivity for the limited purpose of providing the functionality of the Product and establishing connection with the App.

2.16. The Company will use its commercially reasonable endeavours to ensure the protection of the privacy and integrity of Your computer resources and Your communications. Further information as to the collection and protection of any for Your personal information, may be found further below and/or on the Company's Privacy Policy.

2.17. The Company reserves the right at its sole discretion, to add additional features or functions, or to provide programming fixes, updates and upgrades, to the Product. You hereby acknowledge and agree that the Company has no obligation to make available to You any subsequent versions of the Product.

2.18. From time to time, the Product may download and install updates automatically. These updates are required to maintain software compatibility, provide security updates or debugging, or offer new features, functionality or versions. You hereby agree to receive such updates from the Company in order to continue using the Product. You further agree that You may have to enter into a renewed version of this EULA, in the event you download, install or use a new or updated version of the Product.

2.19. The Company may, at its sole discretion and without prior notice, modify or discontinue or suspend Your ability to use the Product or terminate the license granted to You under this EULA, at any time, with immediate effect for the repair, improvement, and/or upgrade of App or for any other justifiable reason, including but not limited to, circumstances where You are found to be in breach of the terms and conditions under this EULA and/or any Additional Terms and Conditions, causing possible legal liabilities for the Company and/or its Affiliates and/or Associates, or where the Company suspects that you are engaging in fraudulent, immoral or illegal activities, or for other similar reasons.

2.20. You agree to use the App solely for lawful purposes. You undertake, without limitation, not to:

   (a) intercept or monitor, damage or modify any communication which is not intended for You;
   (b) use any type of program codes that are designed to distort, delete, damage or compromise the integrity of the App;
   (c) use or attempt to use the App in violation of any applicable laws and regulations in any jurisdiction;
   (d) use or distribute any material or content that is subject to a third-party's proprietary rights; or

(e) modify, translate into other languages, create derivative products or services, reverse engineer, decompile and/or disassemble the App and/or any parts thereof, gain unauthorized access and compromise the integrity of databases, gain unauthorized access and compromise secure network protocols of data transmission, compromise the integrity of the App's security system.

3. END-USER PERSONAL DATA

3.1. By using the Product, the Company might collect personal and non-personal information about you in line with its Privacy Policy. We may collect non-personal information about your use of the App, including but not limited to components you have clicked or used, as well as other actions related to your use of the App.

3.2. The Company may also collect certain technical information about your mobile device or PC, such as your IP address, the type and model of your device, the user-defined device name, the type and version of the operating system, information about your time zone and geo location, as well as device language and localization information.

3.3. The Company may collect your personal information, including information that you provide when you register in the Product, Personal information shall mean any data that can be used to uniquely identify a person, such as name, email address, phone number or credit card information.

3.4. The product can connect to trade servers of companies that provide financial services (hereinafter the "Entities"), and You should enter into separate agreements with such Entities for rendering appropriate services. The Product may transmit to such Entities your personal and payment information necessary for the Product to operate or for the Entities to provide you with the appropriate services.

3.5. The Company may use personal and non-personal information provided to us electronically via the Product to, inter alia, register users, administer and improve our applications and associated services, to analyse the application use statistics and policy, as well as for other purposes approved by you separately in additional agreements or conditions accepted by you.

3.6. We may combine personal information we collect from you with personal information provided by other users, in a non-identifiable method, thus creating aggregate data. We plan to analyse aggregate data mainly to identify group trends. We do not link aggregate user data with personal information and aggregate data can therefore not be used to contact or identify you.

3.7. For statistical purposes and tracking group trends, anonymous aggregate data may be shared with other companies with which we have relationships.

3.8. You also share the responsibility to keep the passwords of Your accounts in a safe place, and do not disclose your details to any third party. If you become aware of any unauthorized use of your password or any other breach of security in the App, please contact us immediately.

3.9. You must accept the terms of the privacy policy before download or use of the Product.

3.10. An internet connection is needed for the functionality of the Product. You shall be responsible for any and all costs incurred by use of the Internet as a result of Your use of the Product.

3.11. You hereby represent and warrant that You are authorized to enter into and comply with this EULA. Further, You represent and warrant that You shall meet Your obligations under this EULA and comply with any and all laws, regulations and policies that may apply to the use of the Product at all times.

4. TERM, TERMINATION, UPDATES

4.1. This EULA and any Additional Terms shall become effective as of the Effective Date.

4.2. You may terminate this Agreement at any time.

4.3. In the event the suspects You are in breach of this EULA the Company shall limit, suspend, or terminate this license and delete Your User Account and/or Login, with immediate effect.

4.4. Upon termination of this EULA You must immediately remove the Product from all devices under Your control.

4.5. The Company reserves the right to change this EULA at any time by communicating the revised agreement via notification either through email and/or through the App. Any revised EULA shall become effective upon the date of such notification or upon Your express acceptance of the revised Agreement by clicking on the “Confirm” or “Accept” or a similar icon, whatever is earliest. If you continue to use of the Product, it shall constitute Your automatic acceptance of and consent to the terms and conditions of the revised EULA.

5. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

5.1. YOU AGREE THAT THE COMPANY HAS MADE NO EXPRESS WARRANTIES REGARDING THE PRODUCT WHICH IS BEING PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND.

5.2. YOU UNDERSTAND AND AGREE THAT THE COMPANY IS THE OWNER AND THE DISTRIBUTOR OF THE APP AND DOES NOT PROVIDE OR OFFER ANY KIND OF FINANCIAL, INVESTMENT, BROKERAGE, TRADING AND DATA FEED SERVICES AND YOU SHALL INDEMNIFY AND HOLD HARMLESS THE COMPANY AGAINST ALL AND ANY LIABILITY ARISING OUT OF THE USE OF THE PRODUCT WHETHER OR NOT INVOLVING A THIRD-PARTY CLAIM.

5.3. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS WITH RESPECT TO THE PRODUCT WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR CONDITIONS OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY FURTHER DOES NOT REPRESENT OR WARRANT THAT THE APP WILL ALWAYS BE AVAILABLE AND ACCESSIBLE, THAT ITS OPERATION WILL BE UNINTERRUPTED, TIMELY, SECURE AND ERROR-FREE OR THAT ANY COMMUNICATION WILL BE COMPLETE AND ACCURATE. NOR DOES THE COMPANY WARRANT ANY CONNECTION TO OR TRANSMISSION OF DATA FROM THE INTERNET, MADE THROUGH THE APP.

5.4. YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME ANY AND ALL RISKS ARISING OUT OF THE USE OF THE PRODUCT TO THE MAXIMUM EXTENT PERMITTED BY LAW.

5.5. YOU ACKNOWLEDGE AND AGREE THAT THE PRODUCT IS HOSTED BY AN ENTITY, INDEPENDENT FROM THE COMPANY. ALL ACTIVITIES CARRIED OUT OR RECEIVED

BY YOU ARE SUBJECT TO A SEPARATE AGREEMENT BETWEEN YOU AND THE ENTITY. THE COMPANY SHALL NOT BE LIABLE FOR YOUR ACTIVITIES WITH THOSE ENTITIES WHEN USING THIS PRODUCT.

5.6. NOTHING PROVIDED BY THE COMPANY AND/OR CONTAINED IN THE APP SHALL CONSTITUTE A SOLICITATION OR OFFER BY THE COMPANY OR ITS AFFILIATES TO OFFER OR SELL ANY FINANCIAL INSTRUMENTS. DECISIONS BASED ON THE INFORMATION CONTAINED IN THIS PRODUCT ARE AT YOUR SOLE RESPONSIBILITY. BY USING THIS PRODUCT, YOU AGREE TO INDEMNIFY AND HOLD THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS HARMLESS AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITY, COSTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO ANY LEGAL FEES) ARISING FROM YOUR USE OF THIS PRODUCT AS DEFINED WITHIN THIS EULA , IN VIOLATION OF THE TERMS OF THE EULA AND/OR ADDITIONAL TERMS.

5.7. YOU ACKNOWLEDGE AND AGREE THAT THE PRODUCT IS PROVIDED FREE OF CHARGE AND AS SUCH YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY ISSUES ENCOUNTERED WITH THE PRODUCT IS TO UNINSTALL AND DISCONTINUE THE USE OF THE PRODUCT.

5.8. IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES AND EMPLOYEES BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER FORM OF LIABILITY, FOR:

5.8.1. ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OR CORRUPTION OF DATA, INTERRUPTION, COMPUTER FAILURE OR PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT;

5.8.2. ANY LOSS OF INCOME, BUSINESS OR PROFITS (WHETHER DIRECT OR INDIRECT), ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT;

5.8.3. ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH:

(i) ANY DISRUPTIONS OR DELAY IN COMMUNICATION WHEN USING THE PRODUCT SOFTWARE;

(ii) THE SUSPENSION OR TERMINATION OF THIS AGREEMENT BY YOU OR BY THE COMPANY FOR ANY REASON; OR

(iii) THE RELEASE OR THE DECISION NOT TO RELEASE NEW VERSIONS OF THE PRODUCT TO YOU.

5.8.4. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR PERSONAL INJURY, DEATH, INCIDENTAL OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED.

5.8.5. SOME JURISDICTIONS DO NOT ALLOW SOME OF THE EXCLUSIONS OR LIMITATIONS AS SET FORTH ABOVE, SO THE ABOVE EXCLUSIONS OR LIMITATIONS SHALL APPLY TO YOU IN AS FAR AS APPLICABLE ACCORDING TO YOUR JURISDICTION. THE LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW OF YOUR JURISDICTION.

6. INDEMNIFICATION

6.1. This Clause shall survive termination of this EULA.

6.2. YOU AGREE TO FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE COMPANY, ITS AFFILIATES AND ITS EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS,

DEMANDS, ACTIONS, DAMAGES, LOSSES, SUITS, LIABILITIES, SETTLEMENTS, JUDGEMENTS, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COSTS, WHETHER OR NOT INVOLVING A THIRD PARTY CLAIM, WHICH ARISE OUT OF OR RELATE TO (A) VIOLATION OR BREACH OF THIS EULA, OR (B) VIOLATION OR BREACH OF ANY APPLICABLE LAW OR REGULATION OR (C) USE OR MISUSE OF THE PRODUCT.

7. MISCELLANEOUS

7.1. The terms and conditions of this EULA constitute the entire agreement between You and the Company with respect to the Product and will supersede and replace all prior arrangements. Nothing in this clause shall exclude or restrict the liability arising out of fraud or fraudulent misrepresentation.

7.2. If any provision under this EULA, or any part of a provision, is found by a court to be illegal, invalid or unenforceable, and the provision or any part of it in question is not of a fundamental nature to the EULA as a whole, the legality, validity or enforceability of the remainder of the Agreement (including the remainder of the term which contains the relevant provision) shall not be affected.

7.3. Failure to exercise, or delay in exercising, a right, power or remedy provided by this EULA or by applicable law shall not constitute a waiver of that right, power or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

7.4. This agreement shall be governed by, and construed in accordance with, the law of the Republic of Cyprus and any legal action arising under this agreement shall be subject to the exclusive jurisdiction of the courts of the Republic of Cyprus.

7.5. In the event that this original English version of the EULA is translated into other languages, the English version of the EULA shall prevail.

April 2022