PrimeBit Terms of Services

I.   **GENERAL TERMS OF SERVICES**

I.1. The PrimeBit Terms of Services specifies the relationship between PrimeBit Ltd. (hereinafter referred to as: the "*Company*") and Customer who: has completed the Account activation (hereinafter referred to as: the " Customer").

I.2. Services covered by this Terms of Services are not addressed to:

- residents of the US (US Persons) within the meaning of Regulation S (Regulation S), which is an executive act to the US Securities Act of 1933 (US Securities Act 1933) and to persons stays in the **United States** and to persons who are residents of countries whose jurisdiction requires prior registration of issue of securities or information obligations of the Issuer, such as **Canada** or **Japan**.

- residents of: **Afghanistan**, **Algeria**, *the Bahamas*, **Botswana**, *Cambodia*, **Crimea and Sevastopol**, *Cuba*, **Ecuador**, *Ethiopia*, **Ghana**, *Iran*, **Iraq**, *Myanmar*, **North Korea**, *Pakistan*, *Republic of Serbia*, **Sri Lanka**, *South Sudan*, **Sudan**, **Syria**, *Tunisia*, **Trinidad and Tobago, Yemen**.

- a jurisdiction where it would be illegal according to Applicable Laws for you (by reason of your nationality, domicile, citizenship, residence or otherwise) to access or use the Services or the Trading Platform;

- or where the publication or availability of the Services or the Trading Platform is prohibited or contrary to local law or regulation, or could subject any member of the PrimeBit to any local registration or licensing requirements ((hereinafter collectively referred to as: the "*Restricted Countries and Jurisdictions"*)

I.3. The Customer shall acknowledge, agree and understand that if she/he travels to any Restricted Jurisdiction, the Services may not be available and the Customer's access to the Company's Services may be blocked. The Customer shall acknowledge that this may impact your ability to trade on the Trading Platform or monitor any existing Orders or Open Positions or otherwise use the Services. The Customer shall not attempt in any way to circumvent any such restriction, including by the use of any virtual private network to modify your internet protocol address.

I.4. The Customer shall acknowledge and agree that the Services should only be used by her/him if the Customer:

- has attained at least the age of 18 or another statutory age for entering into contracts as is required by a different applicable law and has the capacity to accept this Terms of Service and Affiliation Agreement ;

- is the legal owner of the Cryptocurrency the Customer add to her/his Trading Account with the Company;

- has knowledge and experience in highly volatile markets;

- is familiar with the nature and workings of the technology behind Cryptocurrencies, and in particular, the irreversibility of transactions and the apparent risks associated with exposure to Cryptocurrencies

- is trading with Cryptocurrency and can afford to lose;

- has a high risk tolerance;

- acknowledges and agrees that it is the Customer sole responsibility to ensure her/his compliance with the laws of her/his jurisdiction or country of residence and the Customer shall agree to indemnify the Company for all consequences of failure to do so

I.5. Customer shall read the entire Terms of Services carefully before the Customer uses this website or any of the company services.

I.6. The Customer shall acknowledge and agree to the risks in using the Services provided by the Company and has the necessary experience and knowledge to understand the risks involved in relation to each Service provided by the Company. These risks include the high volatility risk of the cryptocurrencies themselves, and that the Customer may lose all of the funds in her/his Trading Account if the market moves against him/her.

I.7. The Customer shall acknowledge and agree that there are a series of inherent risks with the use of mobile trading technology such as the PrimeBit Mobile Application including, but not limited to, latency in the prices provided. The Company shall not be liable for any and all circumstances in connection with using of the PrimeBit Mobile Application by the Customer in which the Customer's experience a delay in price quotation or an inability to trade caused by network circuit transmission problems or any other problems outside our direct control, which include but are not limited to the strength of the mobile signal, cellular latency, or any other issues that may arise between the Customer and any internet service provider, phone service provider or any other service provider. Furthermore, some of the features available on the Trading Platform may not be available on the PrimeBit Mobile Application. Customers may also be required to download and install updates to the PrimeBit Mobile Application so as to maintain provision of the Services. The Customer failure to do so might lead to certain parts of the Services

(including trading functions) becoming temporarily inaccessible to the Customer until such update has been downloaded and installed.

I.8. If the Customer does not accept the Terms of Services and conditions outlined herein, do not access the Website and do not use this Services.

II.   DETAILED TERMS OF SERVICES

1. Introduction

1.1. This Terms of Services as a type of Agreement (hereinafter referred to as: the "Agreement") is entered by and between the Company and the Customer.

1.2. **This Agreement** with *the* **PrimeBit Privacy & Cookies Policy** as amended from time to time in accordance with clause 11.1 (hereinafter collectively referred to as: the "*Operative Agreements*") set out the terms upon which the Customer shall deal with another Customer in respect of the Products listed on the Website. The Company does not act as a market maker or as a counterparty of any trades that are conducted on the Trading Platform. Once the Order is submitted and accepted the Company will attempt to match the order with the orders that are already live within the Trading Platform. The dealings and relations between the Company and the Customer are subject to St. Vincent and the Grenadines law whether or not the terms of the Operative Agreements are accepted by the Customer and will be conducted in the English language unless otherwise agreed with the Customer.

1.3. The Operative Agreements shall govern main legal aspects of Customer's trading activity and should be read carefully by the Customer. All other information provided on the Website or oral/written statements made are excluded from this agreement - they are provided for guidance only and does not constitute a legal agreement between the Parties. Amongst other things, they set out those matters which the Company is required to disclose to the Customer under the Applicable Laws.

1.4. The defined terms used in this Agreement are set out in Clause 21 hereof ("Interpretation of Terms").

2. Commencement

2.1. The Operative Agreements will commence on the date on which the Customer completes Account activation in accordance with Clause 3 and will continue unless or until terminated by either Party in accordance with Clause 11.

2.2. This Agreement is an initial service agreement which relates to a series of successive or separate operations including, without limitation, Transactions. The Customer has no right to cancel the Agreement on the basis that it is a distance contract.

2.3. The Company reserves the right at any time to verify the Customers identity.

2.4. The Company may impose certain trading limits before the Customer is required to supply additional personal information and source of funds. By conducting business on the Website the Customer shall agree to cooperate with the Company in this process and shall provide all documentation/information the Company may require.

3. Account activation

The Customer's Trading Account will be activated after filling in the registration form and giving all compulsory consents by the Customer by marking relevant tick boxes being available after pressing the relevant button on the Website.

The Customer declares that she or he has been informed that his or her personal data will be processed for the purpose of performance of the agreement or to undertake actions upon request before conclusion of an agreement, as well as for the purpose of marketing of products and services offered by PrimeBit Ltd. (legitimate interests provided by controller), which may be performed by using Unilink tool.

The Customer declares that she or he has been informed that PrimeBit Ltd. registered office at Suite 305, Griffith Corporate Centre P.O. Box 1510, Beachmont, Kingstown VC0100, St. Vincent and the Grenadines, Company Registration Number: 25433 is the Controller of the personal data.

The sides agree to the following:

- Data Protection Officer's data: email – dpo@primebit.com;

- Recipients categories: "co-working entities", this means firms associated with PrimeBit as well which are in constant cooperation, such as banks, marketing, and advertising companies, investment firms, payment processing companies, companies providing other financial services, IT companies, advisory companies or courier companies.

- Performance of services by PrimeBit Ltd. may require a transfer of personal data to entities that are performing services for and on behalf of PrimeBit Ltd. in other countries, including countries outside of the European Economic Area. PrimeBit Ltd. will use security measures in form of standard data protection clauses, which are approved by the European

Commission, in case of transfer of personal data to countries that may not provide an appropriate level of data protection. The Customer has been informed she or he can obtain a copy of his or her data.

- Personal data will be stored for 7 years since the termination of the agreement, and when there is no such agreement - since the acquisition of those data, with the reservation of the mandatory law provisions;

- The Customer has been informed about the right to request their data's correction, deletion or restriction of processing as well as notification of the objection against processing, right to file a complaint to a supervisory body, as well as a right to transfer the data;

- Providing my personal data is voluntary, failure to provide data will result in the inability to perform a contract for the provision of services.

- The Customer gives his or her consent to receive commercial information via electronic means of communication from PrimeBit Ltd.

- The sides have read and agree to the [Privacy Protection Policy and Cookies Policy](#)

4. Risks in investing via Trading Platform

4.1. The trading of goods and products, real or virtual, as well as virtual currencies involves significant risk. Cryptocurrencies trading also has special risks not shared with official currencies or goods or commodities in a market. Unlike most currencies, which are backed by governments or other legal entities, or by commodities such as gold or silver, Cryptocurrencies are the unique and backed by technology and trust. There is no central bank that can take corrective measures to protect the value of Cryptocurrencies in a crisis or issue more currency.

4.2. Any currency - virtual or not - may be subject to large swings in value and may even become worthless.

4.3. There is an inherent risk that losses will occur as a result of buying, selling or trading anything on the market. Due to the nature of Cryptocurrencies, there could occur situations where the Company takes the step where contracts will be closed prematurely for Trading Platform integrity. The Customers of the Trading Platform are assumed to understand those risks. An extreme situation could for example occur during forks and splits of the Cryptocurrencies' network.

4.4. Cryptocurrency trading also has special risks not generally shared with official currencies or goods or commodities in a market..

4.5. The Customer shall acknowledge that all Service are provided without warranty of any kind, either express or implied.

4.6. The Company does not represent that this Website shall be available 100% of the time to meet the Customer needs. The Company will strive to provide the Customer with the Service as soon as possible but there are no guarantees that access will not be interrupted, or that there will be no delays, failures, errors, omissions or loss of transmitted information.

4.7. The Company will use reasonable endeavors to ensure that the Website can normally be accessed by the Customers in accordance with this Agreement.

4.8. The Company may suspend use of the Website for maintenance and will make reasonable efforts to give notice to the Customer. The Customer acknowledges that this may not be possible in an emergency.

5. Services

5.1. The Customer shall not be entitled to ask the Company to provide investment advice or to make any statements of opinion to encourage the Customer to make any particular Transaction. The information broadcasted by Trading Platform or the Services should not be construed as an offer or a recommendation to trade or engage the Services provided by the Company in a particular manner and the information does not take into account the investment objectives or financial situation of any particular person. The Company may provide information on the price, range, volatility of Cryptocurrencies and events that have affected the price of Cryptocurrencies but this is not considered investment advice and should not be construed as such. Any decision to enter in any Transaction is solely the Customer's decision and the Company shall not be liable for any loss suffered.

5.2. The Company reserves the right, at its discretion, at any time to refuse to provide the Services to the Customer and the Customer agrees that the Company will have no obligation to inform the Customer of the reasons.

5.3 The Customer shall acknowledge and agree that the Company shall not warrant that the use of the Trading Platform will be uninterrupted or error-free. Amongst other things, the operation and availability of the systems used for accessing the Trading Platform, including public telephone services, computer networks and the internet, can be

unpredictable and may from time to time interfere with or prevent access to the Trading Platform. The Company shall not be not in any way responsible for any such interference that prevents the Customer to access or use of the Trading Platform and the Services.

5.4. If the Trading Account is active and the Customer has a sufficient balance of Cryptocurrencies in the Trading Account, the Customer will be able send Orders and trade with other Customers within the Trading Platform. To conduct a trade within the Trading Platform, the Customer has to submit an Order to the Trading Platform.

5.5. The terms and conditions of Company's Services related to the Affiliation Program are set out in section III hereof.

6. Limited right of use

6.1. Unless otherwise specified, all materials on this Website are the property of the Company and are protected by copyright, trademark and other applicable laws. The Company owns these items as well as all trademarks and intellectual property and no permission implied for any use without expressed written consent by the Company. All legal disclaimers are specified in Legal Notice.

6.2. The Customer shall be allowed to register as a only 1 Trading User, and shall not be registered as a Trading User if the Customer has had a previous Trading Account closed by the Company. Acting as the more than 1of Trading User without obtaining the prior express permission from the Company will result in the immediate suspension of all said Trading Accounts belonging to the said Customer. Any attempt to do so or to assist others (Customers or otherwise), or the distribution of instructions, software or tools for that purpose, will result in the Trading Accounts of such Customers being terminated. Termination is not the exclusive remedy for such a violation, and the Company may elect to take further action.

6.3. The Customer shall be responsible for maintaining the confidentiality of her/his Account information, including passwords, safeguarding own Cryptocurrency, and for all activities that are posted to Trading Account. If there is suspicious activity related to Trading Account, the Company may, but is not obligated, to request additional information from the Customer, including authenticating documents, and to freeze any transactions pending the Company's review. The Customer is obligated to comply with these security requests, or accept termination of Trading Account.

6.4. It is the Customer's responsibility to ensure that all usernames and passwords are kept confidential and the Customer's devices are properly secured. If there is a loss or compromise of the Customer's username and password, it is the Customer's responsibility to notify the Company immediately. Upon being notified, the Company will initiate a reset of the Customer's password.Therefore, the Customer shall be required to notify the Company immediately of any unauthorized use of his or her Account or password, or any other breach of security by email addressed to support@primebit.com.

6.5. The Customer who violates rules specified herein may be terminated, and thereafter held liable for losses incurred by the Company or any user of the Website.

6.6. The Customer agrees that she/ he shall not use the Service to perform unlawful, illegal or criminal, harmful activity of any sort, including but not limited to, money laundering, illegal gambling operations, terrorist financing, or malicious hacking. The Customer shall not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Website.

6.7. The Customer shall also agree that the Company may, by giving notice, in its sole discretion terminate the Customer access to the Website and to her/his Trading Account, including without limitation, the Company's right to: limit, suspend or terminate the service and the Customers' Trading Accounts, prohibit access to the Website and its content, services and tools, delay or right to remove hosted content, as well to take technical and legal steps to keep the Customers off the Website if the Company believes that such Customers are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit hereof.

6.8. Without prejudice to the Company's rights elaborated in Clauses 8, 11, 19 hereof, The Company may, in appropriate circumstances and at its own discretion, suspend or terminate Trading Accounts for any reason, including without limitation: (i) attempts to gain unauthorized access to the Website or another Trading Account or providing assistance to others' attempting to do so, (ii) overcoming software security features limiting use of or protecting any content, (iii) usage of the Service to perform illegal activities without limitation money laundering, illegal gambling operations, financing terrorism, or other criminal activities, (iv) initiating or in any way participating in any attempts to manipulate the prices or indices as appear on the Website, or in any way subvert the rights or obligations of the Company (v) violations of this Agreement or use

the Trading Platform or any Services in manners contrary to Applicable Laws, (vi) failure to pay or fraudulent payment for Transactions, (vi) unexpected operational difficulties, or (vii) using the trading Platform or any Services in manners contrary to Applicable Laws, (viii) acting in a manner that is defamatory, libellous, threatening or harassing with respect to use of Company's Services by the Customer, as well harassing the Company's employees, agents, or other personnel; (ix) refusing to cooperate in an investigation or refusing to provide confirmation of Customers identity or any information the Customer provides to the Company, (x) upon the request of law enforcement or other government agencies, if deemed to be legitimate and compelling by the Company - during their investigations of the particular Trading Account are being conducted, no trades, deposits or withdrawals shall be allowed.

6.9. Subject to Clause 6.8.(x) hereof, the suspension of a Trading Account shall not affect the payment of the commissions due for past Transactions. Upon termination, the Customers shall communicate a valid account to allow for the transfer of any Cryptocurrency credited to their Trading Accounts. Said account shall be held by the Customer. The Company shall transfer Cryptocurrencies as soon as possible following the Customer's request in the time frames specified by The Company. The Company will send Cryptocurrencies to Consumer credit balance of his or her Trading Account.

7. Commissions

7.1. The Customer shall be obliged to pay the Company the commissions set out on the Website. The Company will display all current commissions on its Website.

7.2. The Company may vary commissions from time to time and shall provide Customers with notice thereof. All changes in commissions, are displayed on the Company News Web Page.

7.3. Subject to complying with the applicable laws including those of the relevant recognized or designated investment exchange or other exchange, the Company will not be under any obligation to disclose to, or to account to the Customer for, any profit, benefit, commission or other remuneration made or received by the Company by reason of any Transaction or investment, unless otherwise agreed in the Operative Agreements.

7.4 The Company has the right to revise and update the applicable the commissions, at any time at the Company's sole discretion. Any such revision or updates to the commission shall apply prospectively to any Services (including any transactions on the Trading

Platform) that take place following the effective time that the commissions, charges and other costs revision or update is published on the Trading Platform.

8. Limitations of liability and indemnity

8.1. Nothing in the Operative Agreements will exclude or restrict any obligation or liability which the Company may have or owe to the Customer under the Applicable Laws, nor will anything in the Operative Agreements require the Customer to indemnify or compensate the Company to any extent prohibited by the Applicable Laws.

8.2. The Customer acknowledges that the Company, its suppliers or licensors shall not, in the absence of its fraud, willful default or gross negligence, be liable for any direct or indirect: losses, costs, expenses or damages suffered by the Customer or any third party arising from any inaccuracy or mistake in any information given to the Customer including, without limitation, information relating to any Transactions. Subject to the right of the Company to void or close any Transaction in the specific circumstances set out the Operative Agreements, any Transaction following such inaccuracy or mistake shall nonetheless remain valid and binding in all respects on both the Company and the Customer.

8.3. Subject to the clause I.7. hereof, the Company will not be liable for any loss or expense incurred by the Customer or any third party in connection with, or directly or indirectly arising from:

(a) any error or failure in the operation of the Trading Platform or any delay caused by the Client Terminal or caused by Client's internet connection;

(b) Transactions made via the Client Terminal;

(c) Improper security level of Customer's cryptocurrency wallet, regardless of the wallet type;

(d) any failure by the Company to perform any of its obligations under the Operative Agreements as a result of a cause beyond its control; or

(e) the acts, omissions or negligence of any third party, as well third party's products or services, including external websites administered by any third party.

8.4. Subject to the foregoing, The Company's aggregate liability in respect of claims based on events arising out of or in connection with any single Customer's use of the Website and/or Service, whether in contract or tort (including negligence) or otherwise, shall in no

circumstances exceed the greater of the total amount held on Trading Account for the Customer making a claim less any amount of Commission that may be due and payable in respect of such Account.

8.5. The Customer shall immediately notify the Company, in the event that the Customer becomes aware of any of the Services malfunctioning or a trading error occurring or if the Customer otherwise experiences any material malfunction or other connectivity problem that adversely affects the Customer's access to or use of any Services.

8.6 The Customer shall indemnify the Company and their respective directors, officers, employees, agents, contractors and licensors and keep the Company indemnified on demand in respect of all liabilities, costs, claims, demands, lawsuits, actions, proceedings, investigations, liabilities, damages, losses, costs or expenses, including reasonable attorneys' fees and expenses of any nature whatsoever (including responsibility for all direct or indirect consequences of linking to the Website) which the Company suffers or incurs as a direct or indirect result of any failure by the Customer to perform any of the Customer's obligations under the Operative Agreements.

8.7. Subject to the clause I.7. hereof, the Company shall in no circumstances be liable to the Customer for any consequential special or indirect losses, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs, expenses or damages the Customer may suffer in relation to the Operative Agreements.

9. Communications

9.1. The rules of communication between the Customer and the Company are set out clauses 10 and 13 of this Agreement.

9.2. The Customer shall give Instructions only via the Client Terminal.

10. Written Notice

10.1. Any Written Notice given under this Agreement may be made as follows:

(a) Trading Platform internal mail;

(b) email;

(c) information published on the Company News Webpage.

10.2. All contact details provided by the Customer, e.g. address, email address as last notified will be used as applicable. The Customer shall notify the Company immediately of any

change in the Customer's contact details. The Customer agrees to accept any notices or messages from the Company at any time.

10.3. Any such Written Notice will be deemed to have been served:

(a) if sent by email, within one hour after emailing it;

(b) if sent by Trading Platform internal mail, immediately after sending it.

11. Amendment and termination

11.1. The Customer acknowledges that the Company has the right to modify the terms of the Operative Agreements at any time giving to the Customer five Business Days Written Notice prior to such changes. Any such amendments will become effective on the date specified in the notice and will also apply to positions opened and to Orders placed prior to such date.

11.2. The Customer may terminate this Agreement with immediate effect by giving Written Notice to the Company.

11.3. The Company may terminate this Agreement with immediate effect by giving Written Notice to the Customer.

11.4. Any such termination shall not affect any obligation which has already been incurred by either the Customer or the Company in respect of any Open Position or any legal rights or obligations which may already have arisen under the Operative Agreements or any Transactions and deposit/withdrawal operations made thereunder.

11.5. Upon termination of this Agreement, the Company shall be entitled without prior notice to the Customer to cancel all Orders and close Open Positions on the Customer's Trading Account, and to cease to grant the Customer access to the Trading Platform.

11.6. Upon termination of this Agreement, all cryptocurrency amounts of the Customer due to the Company shall become immediately settled (but without limitation):

(a) all outstanding commissions;

(b) any dealing expenses incurred by terminating this Agreement; and

(c) any losses and expenses realized in closing out any Open Positions or settling.

11.7. The Company is entitled to restrict access to Customer's account in case of using a defective Expert Advisor (it sends a large number of requests to server). The Company will give a warning to Customer 24h prior implementing the restriction. The Company has a

right to block a Customer's account without any warning if the defective Expert Advisor is significantly overloading Company's trading servers, which may influence the quality of offered services for other Customers.

12. Personal data

12.1. The Company may use, store or otherwise process personal information provided by the Customer in connection with the provision of the Services.

12.2. By entering into this Agreement, any applicable provisions of the PrimeBit Privacy & Cookies Policy are related to the Customer.

12.3. The detailed rules of personal data processing being applicable to any Website's user are set out in the PrimeBit Privacy & Cookies Policy.

13. Consent to receive marketing communicates

13.1. The Customer expressly invites the Company to provide the marketing communicates, for the purpose of administering the terms of the Operative Agreements or otherwise marketing financial services and products, from time to time.

13.2. The Customer hereby gives her/his expressed consent to obtain such marketing communicates and acknowledges that receiving of such communicates would not be considered by the Customer as being a breach of any of the Customer's rights under the GDPR and any other relevant data protection laws and/or privacy regulations.

14. Confidentiality

14.1. The information which the Company holds about the Customer is confidential and shall not be used for any purpose other than in connection with the provision of the Services. It shall refer to any written information (including information provided in electronic form) or oral information which is confidential or a trade secret or proprietary and which is clearly identified as confidential at the time of disclosure or would be assumed by a reasonable person to be confidential under the circumstances surrounding the disclosure. Notwithstanding the foregoing, Confidential Information shall not include information which is: *(i)* already known by the Customer prior to receipt from the Company; *(ii)* publicly known or becomes publicly known through no wrongful act of the Customer; *(iii)* rightfully received from a third party without the Customer having knowledge of a breach

of any other relevant confidentiality obligation; or *(iv)* independently developed by the Customer. Information of a confidential nature shall be treated as such provided that such information is not already in the public domain. Information of a confidential nature shall only be disclosed to any person other than an Affiliate of the Company, in the following circumstances:

(a) where required by law, a competent court of law or other tribunal or governmental, or administrative or regulatory or self-regulatory body or listing authority or any Applicable Law, or if requested by any other regulatory authority or exchange having control or jurisdiction over the Company (or any respective associate);

(b) to investigate or prevent fraud or other illegal activity;

(c) to any third party in connection with the provision of Services to the Customer by the Company;

(d) for purposes ancillary to the provision of the Services or the administration of the Real Customer's Trading Account, including, without limitation, for the purposes of credit or identification enquiries or assessments;

(e) if it is in the public interest to disclose such information; or

(f) at the Customer's request or with the Customer's consent.

15. Time of essence

Time shall be of the essence in the Operative Agreements.

16. Default

16.1. Each of the following constitutes an "Event of Default":

(a) the failure of the Customer to provide any Commision or other amount due under the Operative Agreements;

(b) the failure of the Customer to perform any obligation due to the Company;

(c) the initiation by a third party of proceedings for the Customer's bankruptcy (if the Customer is an individual) or for the Customer's winding-up or for the appointment of an administrator or receiver in respect of the Customer or any of the Customer's assets (if the Customer is a legal entity) or (in both cases) if the Customer makes an arrangement or composition with the Customer's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Customer;

(d) where any representation or warranty made by the Customer in clause 17 is or becomes untrue;

(e) the Customer is unable to pay the Customer's debts when they fall due;

(f) the Customer (if the Customer is an individual) dies or becomes of unsound mind; or

(g) any other circumstances where the Company reasonably believes that it is necessary or desirable to take any action set out in clause 16.2.

16.2. If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following steps:

(a) close out all or any of the Customer's Open Positions;

(b) debit the Customer's Trading Account(s) for the Cryptocurrency amounts which are due to the Company;

(c) close any or all of the Customer's Trading Accounts held with the Company;

(d) refuse to open new Trading Accounts for the Customer.

17. Representations and warranties

17.1. The Customer represents and warrants to the Company, and agrees that each such representation and warranty is deemed repeated each time the Customer gives an Instruction by reference to the circumstances prevailing at such time, that:

(a) the information provided by the Customer to the Company during the Activation of Trading Account and the Operative Agreements and at any time thereafter is true, genuine, accurate, up-to-date and complete in all material respects;

(b) the Customer has read and fully understood the terms of the Operative Agreements;

(c) the Customer is duly authorized to enter into the Operative Agreements, to give Instructions and to perform its obligations thereunder;

(d) the Customer is the same individual who has completed the Account activation set out in Clause 3 hereof;

(e) all actions performed under the Operative Agreements will not violate any, civil and common laws, statutes, subordinate legislation, treaties, regulations, directives, decisions, by-laws, ordinances, circulars, codes, orders, notices, demands, decrees, injunctions, resolutions, rules and judgments of any government, quasi-government, statutory, administrative or regulatory body, court, agency or association applicable to

the Customer or to the jurisdiction in which the Customer is resident, or any agreement by which the Customer is bound or by which any of the Customer's assets are affected.

(f) that the Customer shall not be involved or initiate any form of market manipulation, including spoofing orders or otherwise;

(g) that the Cryptocurrency withdrawal address the Customer as provided is her/his own and the Customer has full control over this address;

(h) that the Customer shall not be eligible for receiving forked coins for any of Customer's assets in Customer's Trading Account in the event of a fork.

17.2. In addition to all other rights and remedies available to it, the Company has the right to render any Open Position, Order or Transaction voidable, or to close out any or all Open Positions at any time, at its absolute discretion, if the Customer breaches clause 17.1.

18. Force Majeure

18.1. The Company may, in its reasonable opinion, determine that a Force Majeure Event exists, in which case the Company will, in due course, take reasonable steps to inform the Customer. A Force Majeure Event includes without limitation any act, event or occurrence (including, without limitation, any strike, riot or civil commotion, terrorism, war, act of God, accident, fire, flood, storm, interruption of power supply, electronic, communication equipment any technological failure, including the failure within the virtual currency ecosystem; any infrastructure failure, including computer, server or network failures beyond our reasonable control; security breaches civil unrest, statutory provisions, lock-outs);

18.2. If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Operative Agreements) the Company shall not be liable for delay in meeting its obligations due to any cause outside its reasonable control indicated in Clause 18.1 hereinabove.

19. Miscellaneous

19.1. The Company has the right to suspend the Customer's Trading Account at any time for any reason with or without Written Notice to the Customer.

19.2. In the event that a situation arises that is not covered under the Operative Agreements, the Company will resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.

19.3. No single or partial exercise of, or failure or delay in exercising any right, power or remedy (under these terms or at law) by the Company shall constitute a waiver by the Company of, or impair or preclude any exercise or further exercise of that or any other right, power or remedy arising under the Operative Agreements or at law.

19.4. Any liability of the Customer to the Company under the Operative Agreements may in whole or in part be released, compounded, compromised or postponed by the Company in its absolute discretion without affecting any rights in respect of that or any liability not so waived, released, compounded, compromised or postponed. A waiver by the Company of a breach of any of the terms of the Operative Agreements or of a default under these terms does not constitute a waiver of any other breach or default and shall not affect the other terms. A waiver by the Company of a breach of any of the terms of the Operative Agreements or a default under these terms will not prevent the Company from subsequently requiring compliance with the waived obligation.

19.5. The rights and remedies provided to the Company under the Operative Agreements are cumulative and are not exclusive of any rights or remedies provided by law.

19.6. The Company may assign the benefit and burden of the Operative Agreements to a third party in whole or in part, provided that such assignee agrees to abide by the terms of the Operative Agreements. Such assignment shall come into effect ten Business Days following the day the Customer is deemed to have received notice of the assignment.

19.7. If any term of the Operative Agreements (or any part of any term) shall be held by a court of competent jurisdiction to be unenforceable for any reason then such term shall, to that extent, be deemed severable and not form part hereof but the enforceability of the remainder of Operative Agreements shall not be affected.

19.8. The Customer may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer the Customer's rights or obligations under the Operative Agreements without prior written consent of the Company and any purported assignment, charge or transfer in violation of this term shall be null and void.

20. Governing law and jurisdiction

20.1. This Agreement shall be governed by, and construed in accordance with the laws of St. Vincent and the Grenadines.

20.2. With respect to any proceedings, the Customer irrevocably:

(a) agrees that the courts of St. Vincent and the Grenadines shall have exclusive jurisdiction to determine any proceedings,

(b) submits to the jurisdiction of St. Vincent and the Grenadines courts,

(c) waives any objection which the Customer may have at any time to the bringing of any proceedings in any such court, and

(d) agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the Customer.

20.3. The Customer and the Company may bring claims against the others only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. No adjudicator may consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Any relief awarded to any one Customer cannot and may not affect any other Customer.

20.4. Where the Operative Agreements are issued in a language other than English, the English language version shall take precedence in the event of any conflict.

21. Interpretation of terms

21.1. In this Agreement:

"Affiliate" shall mean in relation to the Company, any entity controlled directly or indirectly, by the Company, any entity that controls directly or indirectly, the Company, or any entity directly or indirectly under common control with the Company. For this purpose, "control" means ownership of a majority of the voting power of the Company or entity.

"Account activation" shall mean completion of the registration form and giving all compulsory consents by the Customer by marking relevant tick boxes being available after pressing the relevant button on the Website and accessed through the Website.

"Applicable law" shall mean all civil and common laws, statutes, subordinate legislation, treaties, regulations, directives, decisions, by-laws, ordinances, circulars, codes, orders, notices, demands, decrees, injunctions, resolutions, rules and judgments of any government, quasi-government, statutory, administrative or regulatory body, court, agency or association by which any member of the Company or the Customer are bound in any jurisdiction applicable to the receipt or performance of the Services.

"Business Day" shall mean any day between Monday and Friday, inclusive, on which clearing banks are open in the City of London.

"Client Terminal" shall mean the web trading program, MetaTrader 5 program or third-party's application which is connected to the Server. The Client Terminal is used by the Customer in order to obtain information of financial markets (which content is defined by the Company) in real-time, to place/modify/delete Orders, as well as to receive notices from the Company. The program can be downloaded on the Website, free of charge.

"Company" means PrimeBit Ltd. with its registered office at Suite 305, Griffith Corporate Centre, P.O. Box 1510, Beachmont, Kingstown, St. Vincent and the Grenadines.

"Company News Webpage" shall mean the page of the Website where the Company news is displayed on. At the date of this Agreement the information is displayed on http://www.primebit.com

"Cryptocurrency" - shall mean the Peer-to-Peer internet currency further described at http://bitcoin.org.

"Customer" means a legal entity or an individual being a party to the Operative Agreements with the Company in respect of making Transactions.

"Event of Default" shall have the meaning given in clause 16.

"GDPR" shall mean Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

"Force Majeure Event" shall have the meaning as set out in Clause 18.

"Instruction" shall mean an instruction from the Customer to the Company to place/modify/delete an Order.

"Product" shall mean any digital assets based on the Cryptocurrencies.

"Long Position" shall mean a buy position that appreciates in value if market prices increase.

"Open Position" shall mean a Long Position or a Short Position in an Instrument which is the net position of all Transactions in this Product.

"Operative Agreements" shall mean this Agreement and PrimeBiT Privacy & Cookies Policy.

"Order" shall mean an instruction from the Customer to the Company to buy or sell a specified number of Products.

"Server" shall mean all programs and technical facilities which are used to process the Customer's Instructions, to execute the Customer's Orders and to provide trading information in real-time mode (the content is defined by the Company), in consideration of the mutual liabilities between the Customer and the Company.

"Service or Services" shall mean the services provided by the Company on Trading Platform and Affiliation Program.

"Short Position" shall mean a sell position that appreciates in value if market prices fall.

"Trading Account" shall mean the unique personified registration system of all Transactions, Open Positions, Orders and deposit/withdrawal transactions in the Trading Platform.

"Trading Platform" shall mean all programs and technical facilities, including software and hardware used by the Company in connection with the provision of the Services and provide real-time quotes, allow Orders to be placed/modified/deleted/executed and calculate all mutual obligations between the Customer and the Company. The Trading Platform consists of the Server and the Client Terminal.

"Trading User" - a natural person or legal entity, that has completed the Account Activation.

"Transaction" shall mean any transaction entered into or executed by the Customer arising hereunder.

"Website" shall mean all images, text, software, data and Services available at any Company's website, including but not limited to the website identified by universal resource locator at www.primebit.com or such other website as the Company may maintain from time to time for access by Customers.

"Written Notice" shall have the meaning set out in clause 10.

21.2. All references to a statutory provision include references to:

(a) any statutory modification, consolidation or re-enactment of it, whether before or after the date of this Agreement, for the time being in force;

(b) all statutory instruments or orders made pursuant to it; and

(c) any statutory provision of which that statutory provision is a re-enactment or modification.

21.3. Words denoting the singular include the plural and vice versa; words denoting any gender include all genders; and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

21.4. Unless otherwise stated, a reference to a clause, party or a schedule is a reference to respectively a clause in or a party or schedule to this Agreement.

21.5. The clause headings are inserted for ease of reference only and do not affect the construction of this Agreement.

II. AFFILIATION PROGRAM

The following are the complete terms and conditions to apply as a member of PrimeBit Affiliation Program. Please read this agreement completely and carefully before enrolling in PrimeBit Affiliation Program. You shall agree with and accept all of the terms and conditions contained herein without modifications, which include those terms and conditions expressly set out below and those incorporated herein by reference, before you may open an account at PrimeBit.

PARTIES TO THE PROGRAM

a) PrimeBit Ltd. (operating under the trading name "PrimeBit"), a limited liability company with Company Registration Number: 25433 BC 2019 located in Griffith Corporate Centre, Beachmont, Kingstown VC0100, Saint Vincent and the Grenadines, and any of its designated and permitted successors, hereinafter referred to as the "Company" or "PrimeBit", and

b) The "Affiliate" or "Referral" shall mean the individual or entity which applies for Affiliation Program membership in accordance with the terms and conditions set forth herein.

WHEREAS this Agreement sets out the terms upon which Clients may be referred to the Company by the Affiliate

And

WHEREAS the Affiliate has the necessary knowledge and experience to provide such intermediary services to the introduced Clients that improves the quality of service offered for the conclusion of contracts between the Company and potential Clients.

IT IS AGREED:

1. **Definitions of terms:**

Client: any person whom the Company has approved to open an account(s) subject to the Client Agreement, for the introduction of which the Affiliate actively mediated so as for the Company to enter into a contract for the products being offered by the Company.

Client Agreement: the Company's Legal Documents that the Client accepts when he/she opens an account with the Company.

Fraud Traffic: any revenue, deposits generated at the Site(s) through illegal means or in bad faith to defraud the Company, regardless of whether or not it actually caused harm to the Company. Fraud Traffic includes, but is not limited to: false advertising, spam, deposits generated by stolen credit cards, collusion, manipulation of the service, system, bonuses or promotions, offers to share the affiliates earnings directly or indirectly with traders, and any other unauthorized use of any third-party accounts, copyrights or trademarks.

Related person: (a) with respect to a natural person or individual; (b) each other member of such individual's family (as defined below e.i. wife/husband, daughter/ son, grandfather/ grandmother, father-in-law/ mother-in-law, stepson/ stepdaughter, any other family members as well as relatives by affinity up to the second degree); (c) any employee, agent, contractor, representative (including his/her family) of such individual or such individual's family; (d) or any person that is directly or indirectly controlled by, acting in concert, colluding with, under the influence, control, direction and/or advice of such individual or one or more members of such individual's family. (e) person(s) living together in the same household or sharing the same household (f) cohabiter/ domestic partner.

Site(s): www.primebit.com and any other website which might be added by the Company.

Spam: any emails or any other messages that are published by Affiliate which: (a) are targeting third parties who have not been accepted to receive promotional messages from such Affiliate; (b) have false or misleading statements; (c) do not identify the source or IP Address from which it was sent; (d) do not provide the recipient of the message ability to remove themselves from mailing list.

Commission: Affiliate earnings shall be calculated in USD and transferred only as the Cryptocurrencies.

2. Affiliates' earnings calculation:

2.1 Affiliate earnings shall be transferred **only** as the Cryptocurrencies to the Affiliate's cryptocurrency wallet.

2.2 The Company shall not be liable for any earnings in Cryptocurrencies for any fiduciary moneys.

2.3 Affiliate earnings are calculated only for closed orders for live account.

2.4 Affiliate earnings are updated close to real time.

2.5 In Pre-launch phase of PrimeBite Affiliate payout structure depends on the preferential rates broadcasted by the Company in the separate announcement on the Website.

2.6 In PrimeBit post launch phase, the Affiliate payout structure depends on type of Affiliate account tier.

2.6.1 Tier 1: 5% fee revenue with the commission up to 200 USD for the previous 30 days.

2.6.2 Tier 2: 7% fee revenue with the commission between 200 - 500 USD for the previous 30 days.

2.6.3 Tier 3: 12% fee revenue with the commission between 500 - 1500 USD for the previous 30 days.

2.6.4 Tier 4: 15% fee revenue with the commission between 1500 - 5000 USD for the previous 30 days.

2.6.5 Tier 5: 20% fee revenue with the commission over 5000 USD for the previous 30 days.

2.7 Additionally each tier has 5% of the commission from the clients referred by Clients of Affiliate.

2.8 Moreover, Clients receive a 10% discount for the first 6 months after sign up.

2.9 Affiliate is entitled to receive part of trading commission of their directly referred Customers. The Company shall be entitled to determine the policy of Affiliate earnings at its sole discretion.

3. Affiliate restrictions:

3.1 Two Clients cannot affiliate with each other. The affiliation connection between two clients may only be one-way.

3.2 A Client cannot self-refer.

3.3 Clients using the same IP address cannot affiliate with each other.

3.4 Process of choosing a referral is irreversible. Introduced client may only choose referral once and it shall not be changed by any means.

3.5 If any activity in Affiliate's account, or in any account which seems to be controlled or managed by the Affiliate, is assumed suspicious by the Company may delay and/or suspend the transfer of the Affiliate's Cryptocurrencies to the Affiliate for up to one hundred twenty (120) days in order to verify proper transactions. In the event that the Company concludes that the activity can be understood as Fraud Traffic, the Company may recalculate or suspense the transfer of Affiliate's Cryptocurrencies accordingly and in its sole discretion. In any event that the Company determines that Affiliate is involved, directly or indirectly, in any fraudulent, deceptive, manipulative or other illegal activity connected to the Company, the Company may immediately block Affiliate's access to PrimeBit Affiliate Program, with no compensation to Affiliate. Affiliate can not have any demands or claims against the Company if such action is taken by Company.

3.6 The Company may freeze any Affiliate account which is suspected to be self-affiliated. To this end the company may block this account, cancel related transactions and withhold any further withdrawals and affiliated commissions. The same sanctions are applicable to the Affiliate, who is engaged in intermediary services, provided to the Related Parties.

3.7 All Affiliate marketing activities must be professional, proper and in full compliance with applicable laws. An Affiliate may not be engaged in activities which are illegal, improper, unfair or

otherwise unfavorable to the reputation of the Site(s) or harmful to users of the Site(s), including without limitation: (a) operation of an illegal business, site or subscription email list; (b) engaging in any illegal activity of any type, including but not limited to displaying illegal content on the Affiliate's website or in the Affiliate's subscription emails or offering any illegal good or service through the Affiliate's website or subscription emails; (c) operation of a website that contains or promotes content that is libelous, defamatory, obscene, abusive, violent, bigoted, hate-oriented, illegal, pornographic or link to a website that does so; (d) engaging in indiscriminate or unsolicited commercial advertising emails; (e) placing links to any of the Sites in Spam or Unsolicited Promotions, banner networks, counters, guest books, IRC channels or through similar Internet resources; (f) causing or enabling any transactions to be made that are not in good faith, including among others by means of any device, program, robot, hidden frames and redirects, and "fake" traffic; (g) establishing, without the prior written consent of an authorized employee of Company, any promotion that provides any rewards, points or compensation for and any other activity that Company deems at its sole discretion to be of similar nature, or that allows third parties to place links to the Site(s); (h) diluting, blurring or tarnishing the value of Trademarks; (i) offer any kind of rake back or cash back deal to traders; (j) as well using of business name of the company regardless of any variation, abbreviation, misspelling or combination of fonts or graphic interpretation, or any other form of misleading presentation in the affiliate's domain name thereof (without limitation: "PrimeBit Ltd." "PrimeBit", "primebit", "PrimeBIT", "PrimeBitt", "PRIMEbit", "primeBIT", "PRIMEBIT", "PB", etc.) which are considered as strictly prohibited. If Affiliate is breaking above-mentioned limitations The Company have the right immediately restrain the Affiliate's access to the Program, with no refund to such Affiliate. Affiliate waives any demands against the Company if such action taken by the Company.

3.8 Affiliate must be at least eighteen (18) years old to participate in the Program. Affiliate may not actively target marketing to any person who is under the age of eighteen (18) years old.

3.9 Affiliate can not perform marketing activities to reach to potential Traders: (a) on any internet search engine on which the Company promotes any of the Site(s) (for example: Google.com, Yahoo.com, Bing.com, Yandex.com, etc.); (b) in any other manner which results in the Affiliate's competing with the Company in relation to the promotion of Site(s), including but not limited to the promotion of your website(s) through other Affiliates; (c) Affiliate cannot perform marketing activities which are specifically targeted at residents of the United States (USA) and its overseas territories or any country which Company`s services are not addressed to (more information on prohibited countries in Terms of Service and Affiliation Agreement). In the event that Affiliate is in breach of the foregoing provisions, Company has the right to mark the Tracking URLs assigned

to Affiliate as inoperative and Affiliate cannot have any claims against the Company if such action is taken by the Company.

3.10 The Company also reserves the right to seek recovery of any or all Commission paid or payable to Affiliate or his/her Related Person and Affiliate hereby agrees to such liability and repayment of such Commission if Affiliate, her/his web site or Affiliate's publishing location violates, as determined by The Company in its sole discretion, any of the aforementioned restrictions or additional restrictions.

3.11 Notwithstanding any other provision herein, the Affiliate shall reimburse all costs incurred by the Company in relation to Fraud Traffic, regardless of its nature, including but not limited to self-affiliated clients and their detection.

4. **The Company's obligations towards affiliates:**

4.1 The Company is not responsible for lost opportunities for Affiliates' earnings due to Company services being unavailable for any period of time and for any reason.

4.2 The Company allows to use advertising banners which are approved and supported by the Company in exchange for introducing new clients by Affiliates.

5. **Withdrawal methods available for Affiliates:**

5.1 Affiliates may withdraw their earnings using active Cryptocurrencies transfer methods referred to Clause 2.1 hereof provided by the Company.

5.2 Commissions for Affiliate are not connected with Affiliates' earnings available at Affiliate account are the same.

6. **Introducing Clients to the Company:**

6.1 A Client may by introduced to the Company using unique referral link available in Affiliate panel.

6.2 After creating an account, a Client has to accept verification email. If they fail to perform this action, Affiliate shall not be assigned to a Client.

7. **Disputes and penalties:**

7.1 Any discrepancies and claims concerning Affiliation Agreement shall be discussed using the Company official Partnership Department email: partnership@primebit.com

7.2 In the event of any dispute, fraud suspicion, breach hereof or complaint from a Client, the Company has the right to apply the appropriate provisions of the Terms of Service and Affiliation Agreement.