

## End-user license Agreement

### 1. Generalities.

1.1. This agreement regulates legal relations between Indigo DMA Corp. (the «Company») and a user (the «client»), who is involved in trading activities.

1.2. The company offers the client access to a liquidity provider (the «Provider»), who, in its turn, gives a client DMA market access and executes his orders (the «services»).

1.3 The company uses its own infrastructure, software, technologies, financial and informational resources.

1.4. Making the first deposit on any opened account at the personal web-site account of the company's website, the client accepts this agreement.

1.5. Integral parts of this agreement are other documents placed in «regulating documents» inset on website indigodma.com (the Company's site). This agreement and the regulating documents are called «regulating documents». This agreement has effect if it doesn't contradict with a corresponding regulating document. The client is obliged to study these documents which regulate terms and conditions on which the client will interact with the company and providers. Accepting the terms and conditions of this agreement the client accepts terms and conditions of all the other regulating documents.

### 2. Obligations of the customer

2.1. Pay for the company's services accordingly to established rules (in appropriate time with appropriate sums).

2.2. Present all the information, including personal information, that is necessary to use the company's services.

2.3. In the case of refusing the company's services, the client is obliged to inform the company about it and pay for all given services.

### 3. Obligations of the company

3.1. Offer the client juridical, technological (software), informational and financial support to provide the client DMA — direct market access to execute orders with providers.

3.2. Provide the client with possibility to do procedures available in personal web-site account and regulating documents.

3.3. Provide the client with services mentioned in this agreement.

### 4. Money regulation

4.1. The client pays for the services in accordance to the currency rate that is defined by the company in accordance with relevant currency rate.

4.2. If the client's debt to the company is equal to the company's debt to the client, then these debts are paid off mutually.

4.3. If one part's debt is more than the other part's debt, then the part with the bigger debt is obliged to pay the difference between those debts, and after that both part will be free from this obligation.

4.4. The client is obliged to pay all the expenses, including commissions, payment for additional products and services, and other costs, charged by the company.

4.5. The client is not allowed to assign his rights and obligations without the company's prior permission. If the client did assign his rights and obligations without the permission, this assignment is considered annulled.

### 5. Payments

5.1. Client can make a deposit or withdraw his money at any time using the company's payment systems.

5.2. Withdrawal with a help of electronic payment systems is available only by using the same payment system and requisites, which were used to make a deposit. If the client makes a deposit using different payment system, currency or requisites, withdrawal will be executed according to the deposit method, and paid back with the same payment system, in the same currency and using the same requisites.

5.3. Client is obliged to inform the company if his requisites have been changed and attach a scanned copy of the verification document. Otherwise the company will decline withdrawal request.

5.4. Withdrawal time depends on the payment system used. However in some cases this period could be as long as 10 (ten) workdays.

5.5. The client agrees that if there are hardware and software failure, withdrawal can be delayed, and it does not depend on the company.

5.6. There is no commission for making a deposit and withdrawal of the money within the company.

5.7. In case of violation of the point 7.1 of this agreement the company can stop the client's activities to start its own investigation (checking of the registration data, verification of the clients identity, checking of the account history and others) until the clarification is achieved.

5.8. If the client is obliged to pay the sum that is more than equity on his account, this sum should be paid within 2 (two) workdays from the moment this obligation emerged.

5.9. The client agrees and acknowledges that if a debt obligation emerges in accordance to this agreement or the other regulating documents, and he doesn't make a deposit of the sufficient sum, the company is having a right to consider

this debt not paid off, and execute its right in accordance to this agreement or the other regulating documents.

## 6. Client's funds and interest.

6.1. The company is the holder of accounts where the client's money are kept, including segregated accounts, so that to keep the client's funds detached from that of the company.

6.2. The client agrees and acknowledges that the company won't pay any interest for the client's funds. The company is having a right to pay interest only if itself established certain ground rules.

## 7. Guarantees

7.1. The client guarantees that:

a) he has necessary knowledge and understanding of financial instruments and orders he is going to execute, market dynamics, rate change and other characteristics of financial markets, as well as standards and rules of such like markets.

b) he serves as a principal.

c) he — as a physical entity is of the full legal age, able to function, and is not under any law that forbids him to be bound by this agreement and obligations.

d) he — as a legal entity is registered in an appropriate way and is functioning organization.

The client can enter into a treaty on the legal basis.

e) he acts in accordance with current legislation including tax legislation and standards of currency legislation, registration requirements and other standards. The client has all the necessary permissions, licenses, agreements and other permissive documents from competent authority to enter into a treaty and be bound by obligations of this agreement.

f) this agreement is obligatory for the client and regulates the client's activity in accordance with the terms and conditions of this agreement.

g) there is no special demand of the third party in accordance with the client's opened account, unless this information has been sent to the company by the client himself.

h) the company is having a right to fulfill all requests made by the client's representative who is authorized to act on the client's behalf.

i) all the information given by the client is full and true in all possible ways.

7.2. The company guarantees that:

a) it will provide the client with all the services mentioned in this agreement in an appropriate time with appropriate quality.

b) all activities aimed to fulfill the company's obligations in accordance with this agreement do not breach any law, resolution, right, by-law, or rules regarding the client or jurisdiction which this client is a resident of, or any other agreement that binds the client or in relation with the client's assets.

## 8. Responsibility

8.1. The client is obliged to guarantee that the company won't suffer any damage or losses caused by the client's inability to fulfill his obligations in accordance with the corresponding regulating document.

8.2. Offering mediatorial services between the client and providers, the company is not responsible for any losses, lost profit and opportunities, expenses or material damage from the client's side in accordance with this agreement, unless contrary is mentioned in the corresponding regulating document.

8.3. The client is not allowed to present the terminal (trading platform) and personal web-site account passwords to any third party and is obliged to keep them safe. Any activity done with the client's login and password are considered to be the client's activity. The company is not responsible for unauthorized access to registration data by third parties.

## 9. Complaints and disputes

9.1. All disputes which arise from the Agreement or related to it, are solved only through negotiations between the parties.

9.2. In all cases the parties will make every effort to reach reasonable solutions in negotiations.

9.3. All complaints are considered according to the relevant regulating document.

## 10. Force majeure circumstances

10.1. Having the reasonable grounds, the Company has the right to state the occurrence of force majeure circumstances. The Company duly takes the appropriate steps for informing the Client about the occurrence of force majeure circumstances which can include (without limitation):

a) any action, event or phenomenon (including, but not limiting, any strike, riot or civil commotion, acts of terrorism, war, natural disasters, accidents, fires, floods, storms, power outages, interruptions of communication, computer and electronic equipment, the actions and decisions of public authorities, that objectively hinder the fulfillment of obligations), which, in the reasonable opinion of the Company, led to the destabilization of the market or markets of one or several instruments.

b) suspension of work of liquidity provider, liquidation or closure of any market, introduction of restrictions or special or unusual trading terms in any market, or concerning any such event, which resulted in the objective

impossibility of execution of obligations by the Company to the Client.

10.2. If the Company has established the occurrence of force majeure, the Company has the right (without infringement of other rights according to relevant regulatory documents) to undertake without prior written notice and at any time in the interests of the Client any of the following steps:

- a) To increase requirements in order to fulfill obligations to the provider.
- b) To close on the Client's behalf any or all open positions at the price, which the Company considers reasonably fair.
- c) To suspend or modify the application of one or all of the provisions of the relevant regulatory document until the existence of the force majeure makes it impossible to observe these provisions.
- d) To take, or, on the contrary, not to take any actions concerning the Company, Client and other Clients, if the Company considers it appropriate under these circumstances.

10.3 The Company is not responsible for the non-execution (improper performance) of obligations, if their execution was interrupted by force majeure.

## 11. Amendment and Termination

11.1. The Client acknowledges that the Company has the right to make amendments to the provisions of any regulatory document at any time.

11.2. The Client may suspend or terminate this Agreement upon written notice to the Company.

11.3. The Company can suspend or terminate this agreement immediately, having notified the Client on the intention.

11.4. Cancellation of the agreement doesn't cancel mutual obligations which already arose between the parties, including those that concern open positions or operations on deposit /withdrawing of money.

## 12. In case of unfulfilment of obligations

12.1. Each of the following events is a case of non-execution of obligations:

- a) non-execution of payment of any obligation by the Client according to the relevant regulating document;
- b) non-performance of any obligation concerning the Company by the Client;
- c) initiation of trial by the third party concerning bankruptcy of the Client or appointment of the judicial performer, court usher or managing director concerning the Client or the Client's assets, or the conclusion the agreement by the Client on repayment of debts with the creditors, either any other similar or analogous above-mentioned procedure initiated concerning the Client;
- d) provision of guarantees or statements by the Client according to point 7.1., that are not true;
- e) inability of the Client to pay the debt at maturity;
- f) death of the Client or recognition of the Client as incapacitated;
- g) any other circumstances when the Company reasonably assumes that it is necessary or it is desirable to take measures according to item 12.2.

12.2. In case of non-execution of obligations the Company for the benefit of the Client has the right to take the following actions:

- a) to close everything or any open position of the Client on the current quotation.
- b) to charge the sums which are debt off the Client's accounts.
- c) to close any Client's account, opened in the Company
- d) to refuse to open new Client's accounts.

## 13. Governing Law and Jurisdiction

13.1. All legal relations arising out of this Agreement or related to it shall be governed by this Agreement, the relevant regulations and applicable legislation of the Republic of the Marshall Islands, as well as applicable to such legal relationships between business practice based on the principles of good faith, reasonableness and fairness.

13.2. Any translation of this License is done for local requirements or for your convenience. In the event of a dispute between these interpretations, the version in official language of the country of incorporation shall govern, to the extent not prohibited by local law in your jurisdiction.

## 14. Miscellaneous

14.1. In case of the events not described in this agreement or the corresponding regulating documents the company will regulate in accordance with market practice based on fairness and honesty.

14.2. Any right, fully or partly used by the company, as well as not used at all (in accordance with this agreement and legislation) can not be the reason of not using this or such like rights according to corresponding regulating document or law again in future.

14.3. The company reserves the right to change the terms and conditions of the EULA at any time with or without notice by posting such changes on the indigodma.com website or via e-mail. The client is responsible for regularly reviewing these terms and conditions for any modifications and agree to be bound by the same.

14.4. The client's continued access to and use of this website constitutes his acceptance of these Terms and Conditions as modified.