

Midas.Investments

PLATFORM USER AGREEMENT

This Agreement sets forth the terms and conditions to which the undersigned user (the "User" or "You") are subject with respect to accessing and or otherwise using the Platform. This is an Agreement between You and Midas Investments (Midas). By accessing or otherwise using the Platform, you signify your agreement to the terms and conditions of this Agreement. By accessing or otherwise using the Platform you accept and agree to be bound by the terms and conditions of this Agreement.

1. DEFINITION

- a) "Affiliate" means, with respect to any Person, any other Person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise, and the terms "controlled" and "controlling" have meanings correlative thereto.
- b) "Agreement" means this User Agreement, as it may be amended or modified from time to time in accordance with its terms.
- c) "Aggregate Data" means the data and/or other information about the types of the cryptocurrencies, their exchange rates, asset's returns, market data provided by You to the Platform or Midas, in the aggregate, so long as such data or other information, as disclosed by Midas, does not identify to a third-party viewer that the source of specific trading data is You.
- d) "Confidential Information" means any information that You receive or learn as a result of using Midas's products and services, or otherwise in conjunction with access and use of the Platform, which is confidential or proprietary to Midas and/or its third-party licensors (including any Third Party Technology Provider), including any information derived from, or relating to, any Midas products and services or the Platform and concerning Midas's business operations, business plans, pricing, fee schedule(s), commission, financial data, technology, software regardless of whether or not such information is designated as confidential.
- e) "Counterparty" means any other authorized Person which is a user of the Platform, and "Counterparties" shall be construed to mean any two or more of them.
- f) "Data" means all data and other information accessible from or generated by the Platform and/or otherwise provided to You by Midas hereunder, including, without limitation, information regarding offers, pricing, the volume of trades, and liquidity.
- g) "Existing Technology" means the software and intellectual property rights owned by, or licensed to, Midas or any Affiliate of Midas, in connection with which the Platform has been developed, used or operated by Midas.

- h) "Government Authority" means any national, federal, state, provincial, county, municipal or local government, foreign or domestic, or the government of any political subdivision of any of the foregoing, or any entity, authority, agency, ministry or other similar body exercising executive, legislative, judicial, regulatory or administrative authority or functions of or pertaining to government, including any authority or other quasi-governmental entity established to perform any of such functions.
- i) "IP Rights" mean all rights in and to: (i) the Platform (and each component thereof); (ii) any and all of the Data; and/or (iii) all modifications, including custom modifications, to any of (i) and (ii), including in each case all patents, utility models, trade and service marks, rights in designs, get-up, trade, business or domain names, copyrights (whether registered or not and any applications to register or rights to apply for registration of any of the foregoing), rights in inventions, look and feel, software (front- and back-end), know-how, techniques, methodologies, trade secrets and other confidential information, rights in databases and all other intellectual property rights and proprietary rights of a similar or corresponding character which may now or in the future subsist in any part of the world and any rights to receive any remuneration in respect of such rights.
- j) "Law" means all applicable laws, regulations, judgments, decrees, treaties, ordinances, orders and rulings, interpretations and statements of policy of any Government Authority or self-regulatory organization, authority, agency or body, in each case which has jurisdiction over Midas, the User, or their respective operations.
- k) "Midas Workstation" means the graphical user interface (GUI) portion of the Platform's trading interfaces.
- l) "Order" is a data object which describes your firm willingness to buy or sell some amount of cryptocurrency in exchange of Midas token (remuneration) or in exchange for other cryptocurrency displayed on the Midas web-site and proposed to trading by the third parties and which you want the Platform to match with orders from other Counterparties or feeds for execution.
- m) "Person" means an individual, partnership, limited partnership, corporation, limited liability company, joint stock company, unincorporated organisation or association, trust or joint venture, or a Governmental Authority or political subdivision thereof.
- n) "Platform" means the Midas Trading GUI (graphical user interface) accessible via the internet and/or telecommunications networks and through an Midas Workstation (or other permitted front-end trading or graphical user interface or API of the Platform, that enables authorised Persons, either directly or through an authorised third party, to enter into Transactions.
- o) "Representatives" mean a Person's officers, directors, members, managers, employees and agents.
- p) "Third Party Technology Provider" means a third party software and/or technology provider whose products or services assist Midas in providing the Platform to the User.
- q) "Term" has the meaning ascribed thereto in Section 3.
- r) "Transaction" means a purchase of one cryptocurrency in exchange for another made via the Platform or receiving a reward from the asset.

- s) You have the meaning ascribed thereto in the preamble hereof and "Your" shall be construed accordingly.

2. REPRESENTATIONS AND WARRANTIES

As of the date hereof, You represent and warrant to Midas that:

- a) If You are an individual: You are of sound mind, legal age, and legal competence.
- b) If You are not an individual: (i) You are duly organized and validly existing under the applicable laws of the jurisdiction of Your organization and/or formation; (ii) the execution of this Agreement and all transactions contemplated hereunder and performance of all obligations contemplated under this Agreement have been duly authorized by all necessary action by You; and (iii) each person executing this Agreement and all Transactions contemplated hereunder on Your behalf have been duly authorized by You to do so.
- c) This Agreement constitutes Your legal, valid, and binding obligation, enforceable against You in accordance with its terms;
- d) Execution by You of this Agreement and all Transactions contemplated hereunder, and performance of all of Your obligations contemplated under this Agreement and Your use of the Platform including entering into any Transaction contemplated hereunder, will not violate any Law applicable to You.
- e) You have obtained, and will comply with the terms and conditions of, all licenses, consents, registrations, authorizations, recognitions, exemptions, and memberships necessary for the conduct of Your business and the use of the Platform hereunder, including the entering into of transactions with Counterparties via the Platform.
- f) You possess the sophistication, expertise, and knowledge necessary to make informed decisions in respect of Transactions and You will not rely on any communication or statement (written or oral) by Midas as advice or as a recommendation to enter into any Transaction.
- g) You will exercise Your own prudence, judgment, and discretion in determining whether to enter into a Transaction or otherwise transact with any Counterparty.

3. YOUR USE OF THE PLATFORM; TERMS

- a) Your access to, and Your use of, the Platform is expressly subject to Your compliance with the terms of (i) this Agreement and (ii) any guidelines for using the Platform established by Midas as communicated to You prior to a "go live".
- b) Midas shall have the right, at any time, where appropriate in Midas's sole determination, (i) to take the necessary steps or measures necessary for the Platform and/or Midas to comply with law; or (ii) to facilitate the continued and proper operation of the Platform without performance interruption or degradation.
- c) You agree to not make use of the Platform in a manner that would violate the law. The Platform is not available for use by any Person in any jurisdiction where (by reason of that Person's domicile, status, or otherwise) the availability of the Platform and/or the entering into any Transactions is prohibited. You agree that it is your sole responsibility to understand the rules and laws for those jurisdictions

which apply to You and where such prohibitions apply to You, You will not access, and not permit any other Person to access the Platform on Your behalf.

- d) The term of this Agreement (the "Term") shall commence at the moment of your first access to, or use of, the Platform and shall continue, subject to any earlier termination in accordance with the terms and conditions of this Agreement, for so long as You are authorized to use the Platform by Midas.
- e) Subject to your compliance with the terms and conditions of this Agreement, You are granted a limited, revocable, non-exclusive, non-transferable license to access and use the Platform during the Term for purposes set out in, and in a manner consistent with, the terms and conditions of this Agreement.
- f) You shall not alter, modify or manipulate the content of any of the Data in any way. You shall not use any of the Data for any purpose other than in connection with using the Platform. You also shall not publish or redistribute any of the Data, or otherwise directly or indirectly provide any third party with access to any of the Data (or any data or information derived from the Data).

4. SUSPENSION OR LIMITATION

Midas does not offer, by way of statement or inference, specific advice on the viability or prospects of any potential investment. We take all reasonable effort to ensure that data displayed on Midas is accurate and up to date. However, we are unable to guarantee the reliability, accuracy, sustainability, or veracity of any content displayed on Midas at any time. Thus, we do not accept liability for loss or damages that arise directly or indirectly from your use of our service nor for your interpretation of any information displayed on our site or any of our other communication channels. You are reminded that all investment and trading activities contain an element of risk. We strongly suggest that you perform your own research before committing to any investment or trade, and exercise responsibility when trading.

Midas services are provided on an "as is" basis, based on current commercial conditions. We offer no warranty or guarantee regarding the reliability, accuracy, detail, or stability of any technologies involved. Midas serves purely as a platform for transactions, where information regarding cryptocurrency can be obtained, and exchanges can be performed. We have no means of controlling the security, legality, or quality of any cryptocurrency involved in any transaction, nor verifying the veracity of the information provided regarding the transaction, or the ability of the parties involved in the transaction to adhere to their own responsibilities regarding the rules. It is your own responsibility to assess the risks of any potential investment, including its legality, before using the Midas service to conduct the transaction.

Notwithstanding any other limits or suspend Your use of the Platform (including Your capacity to enter into Transactions), either generally or in respect of specific Transactions or Counterparties, or to discontinue transmitting any Data or other information, or to refuse to facilitate or process any or all Transactions, if in Midas's sole discretion any of the following circumstances occur: (i) full or partial Platform failure, including failure of any of the technology constituting the Platform or any of the communications links within the Platform or between the Platform and any other Person or Counterparty, or any other circumstance where it is not practicable for Midas to provide the Platform; (ii) a breach in the security of the Platform; (iii) a breach by You of Your obligations under this Agreement or of the respective Policies and Procedures; (iv) in order to comply with Law.

Any actions taken by Midas pursuant to this Section 4 shall continue for such time as Midas shall reasonably determine to be necessary or desirable. You agree that (A) it shall be a material breach of this Agreement to evade, or attempt to evade, any suspension, restriction, or limitation imposed under this Agreement (including this Section); and (B) Midas shall not be obligated to take any action permitted under this Section. In addition, You acknowledge and agree that only in the event any of the circumstances in (i) through (v) in this Section 4 occurs, Midas may cancel a Transaction previously executed by You on the Platform so long as Midas notifies You of any such cancellation immediately after the cancellation has taken effect.

5. CONTROL OF THE PLATFORM

You acknowledge that Midas shall have sole discretion and control over, the right to modify at any time, without notice, the Platform's functionality, configuration, appearance, and content, including: (i) the parameters and protocols by which Transactions routed, matched, or otherwise processed by the Platform; and (ii) the availability of the Platform to You or any Counterparty or with respect to particular Transactions at any particular places, times or locations.

6. TRANSMISSION OF INFORMATION

In connection with Your use of the Platform, the operation of the Platform (including the matching of bids and offers submitted to the Platform by You and the formation of Transactions with respect thereto) shall be based on (i) all bids, offers, orders, commands and other information submitted by You, in the form in which such information is received by the Platform; and (ii) Transaction confirmations sent to You by the Platform reflecting Transactions based on information received from You, in the form in which such confirmations are sent out by the Platform; in each case regardless of whether or not (A) such bids, offers, orders, commands or other input information were authorized by You; (B) such information had been altered or corrupted (electronically or otherwise) prior to reaching the Platform; and (C) such Transaction confirmations are altered or corrupted (electronically or otherwise) after being transmitted from Platform. Other than information made generally available to all users of the Platform, You shall have access only to information about the Transactions that You execute using the Platform. You acknowledge that Midas shall not have any duty to verify whether any information submitted to the Platform was authorized by You. You agree that Midas shall not be responsible for (nor have any liability in respect of) any loss, corruption, or modification of information submitted to or sent by the Platform, except to the extent that Midas has committed gross negligence or engaged in willful misconduct with respect thereto.

7. NO OBLIGATION TO MAINTAIN RECORDS

You agree that Midas has no obligation to maintain or retain, and shall not be responsible for maintaining or retaining, any records of Transactions that You execute via the Platform, and You agree that You shall be responsible for maintaining and retaining such records.

8. SECURITY

Without prejudice to the foregoing, You shall promptly notify Midas as soon as You become aware of (or ought reasonably to have become aware of) any unauthorized use or misuse of the Platform by any Person. Upon receipt of such notice from You, or if Midas believes that any Person is: (i) misusing the Platform; (ii) otherwise breaching the Platform's security, (iii) using the Platform without due

authority, or (iv) using the Platform in a manner that is not in the best interests of the users of the Platform generally, Midas shall have the right (but not the obligation), in its sole discretion, to take any action as it may deem necessary to prevent such Person from accessing or using the Platform until such time as (in Midas's sole discretion) such relevant circumstance is no longer continuing and will no longer continue. You shall take all measures commercially reasonable under the circumstances to rectify such breach, use, unauthorized use, or misuse (whether requested by Midas or not) including immediately ceasing to access or use the Platform. Midas shall not be liable for any of the circumstances set out in this Section 9(i) to (iv) or for any of Your losses arising therefrom, except to the extent that Midas has committed gross negligence or engaged in willful misconduct with respect thereto.

9. RISK OF TRANSACTIONS

You acknowledge that You have been informed if the following items and that You understand and agree that: (i) neither of Midas nor any of its Third Party Technology Providers shall, directly or indirectly, be a party to any Transaction or be responsible for, have any liability or obligation in respect of, or otherwise guarantee, the performance or settlement of any Transaction entered into by You via the Platform, and no Midas Party or Third Party Technology Provider shall have any liability to You or any other Person for any Transaction executed via the Platform; (ii) You may not, and You shall not, bring any action, whether in tort, including negligence, breach of contract or otherwise, against any Midas Party and/or any Third Party Technology Provider in respect of any failure of any Counterparty to perform or otherwise settle any Transaction, or otherwise to collect or recover any amounts owed to You, or to enforce any of Your rights in connection with, or as a result of, such Transaction; (iii) no service provided by Midas in connection with the Platform or otherwise shall give rise to any fiduciary or equitable duties on the part of Midas; (iv) Midas may receive fees from one or more third parties in respect of any particular transaction executed through the Platform; and (v) the submitting or posting of any information to or on the Platform by any Person shall not be deemed to be a recommendation by any such Person that You should enter into any particular transaction or that any particular transaction is suitable or appropriate for You.

10. INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that Midas is the sole owner (except to the extent owned by third-party licensors including any Third Party Technology Providers) of all rights, title, and interest in and the IP Rights, whether made by or with the assistance of You or any other Person. You shall not obtain any rights in or to the IP Rights, except for those limited rights licensed to You by Midas in SECTION 3(e) hereof. You shall take all steps necessary to maintain the confidentiality of all documents and material provided by Midas or any of its third-party providers (including any Third Party Technology Providers) with respect to the Platform and each component thereof. You shall not: (i) alter, maintain, enhance or otherwise modify the Platform; (ii) disassemble, decompile, reverse-engineer, copy, bug fix, correct, update, transfer, broadcast, or create derivative works based on the Platform; nor (iii) otherwise take express action to discover the equivalent of the Platform. You acknowledge and agree that Midas shall use information regarding Your identity and use of the Platform in accordance with its regulatory obligations as such obligations may change from time to time. Midas is the owner of the Aggregate Data and reserves the right to manipulate, use, license, and sublicense the Aggregate Data, at its sole discretion.

11. CONFIDENTIALITY

You agree that you will hold all Confidential Information in strict confidence and not disclose, either in written or verbal form, to any Person (other than your employees and agents who need access to such information in order for You to receive the benefit of this Agreement), unless required by law. You agree all reasonable endeavors to prevent any violation of Midas's or its technology providers' proprietary rights regarding all licensed software and shall ensure that each authorized user before starting to use the Platform is aware that the Platform and all technology is proprietary to Midas and its third-party technology providers and that it may only be used and copied in accordance with this Agreement. You agree to use the same standard of care You use to protect Your confidential information, but no less than a reasonable standard of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information. The duties in this Section 11 do not apply to Confidential Information that is: (i) lawfully within Your possession prior to this Agreement; (ii) voluntarily disclosed to You by a third party so long as that party does not breach any obligation not to reveal such information; (iii) voluntarily disclosed to the public by Midas or (iv) already generally known to the public.

12. DISCLAIMERS AND LIMITATION OF LIABILITY. SUBJECT ALWAYS TO SECTION 13(E):

(A) LIMITED WARRANTIES. YOU UNDERSTAND AND AGREE THAT THE PLATFORM, ITS COMPONENTS, INTERFACES, ANY RELATED EQUIPMENT, ANY DOCUMENTATION, THE DATA, AND OTHER MATERIALS AND THE EXISTING TECHNOLOGY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL FAULTS. NONE OF THE Midas PARTIES NOR ANY THIRD-PARTY TECHNOLOGY PROVIDER MAKES (AND EACH Midas PARTY HEREBY EXCLUDES) ANY WARRANTY OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, INCLUDING, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT (EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN SECTION 13 INDEMNIFICATION HEREOF) OR ANY WARRANTY ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE. WITHOUT PREJUDICE TO THE FOREGOING, THE Midas PARTIES AND ANY THIRD PARTY TECHNOLOGY PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE TIMELINESS, ACCURACY, OR COMPLETENESS OF ANY OF THE DATA OR OTHER INFORMATION ON THE PLATFORM OR AS TO THE RESULTS TO BE ATTAINED BY YOU FROM ACCESS TO OR USE OF THE PLATFORM. THE Midas PARTIES AND ANY THIRD PARTY PROVIDERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS RELATING TO ANY SOFTWARE, ANY TECHNOLOGY, ANY EQUIPMENT, THE PLATFORM, THE EXISTING TECHNOLOGY, DATA OR ANY OTHER INFORMATION, MATERIALS, CURRENCY OR THAT THE PLATFORM MEETS YOUR REQUIREMENTS OR SHALL BE UNINTERRUPTED, TIMELY, SECURE, COMPLETE, ACCURATE OR FREE FROM ERRORS OR DEFECTS. YOU ACKNOWLEDGE THAT CERTAIN SOFTWARE AND EQUIPMENT USED BY YOU MAY NOT BE CAPABLE OF SUPPORTING CERTAIN FEATURES OF THE PLATFORM. WITHOUT PREJUDICE TO THE FOREGOING, YOU HEREBY ACKNOWLEDGE THAT, TO THE EXTENT THAT A Midas PARTY OR ANY THIRD PARTY TECHNOLOGY PROVIDER HAS MADE ANY WARRANTIES OR REPRESENTATIONS TO YOU, YOU HAVE NOT RELIED UPON THEM, EXCEPT FOR THOSE SPECIFICALLY SET FORTH IN THIS AGREEMENT.

(B) NO ADVICE. NONE OF THE Midas PARTIES NOR ANY THIRD PARTY PROVIDERS RECOMMENDS, ENDORSES, ADVOCATES, OR SPONSORS ANY OF THE TRANSACTIONS APPEARING ON, OR MADE THROUGH THE PLATFORM. Midas IS NOT AN AUTHORISED ADVISOR OR REPRESENTATIVE AND DOES NOT GIVE FINANCIAL, TAX, EMPLOYMENT, LEGAL OR INVESTMENT ADVICE, ANY PRICE INFORMATION, FORECASTS OR INDICATIONS OF PAST PERFORMANCE ARE FOR INFORMATION PURPOSES ONLY AND

DO NOT GUARANTEE FUTURE PERFORMANCE AND DO NOT CONSTITUTE AN OFFER OR ANY SOLICITATION OF AN OFFER TO BUY OR SELL ANY COMPUTATIONAL POWER, NOR TO ENTER INTO ANY TRANSACTION. YOU AGREE THAT THE PLATFORM SHALL NOT SERVE AS THE PRIMARY BASIS FOR ANY OF YOUR DECISIONS AND NONE OF THE Midas PARTIES SHALL BE, OR BE DEEMED TO BE, YOUR FINANCIAL ADVISOR OR FIDUCIARY. YOU HEREBY ACKNOWLEDGE THAT ANY RELIANCE UPON ANY DATA OR OTHER CONTENT OF THE PLATFORM SHALL BE AT YOUR SOLE AND EXCLUSIVE RISK.

(C) LIMITATION OF LIABILITY. YOU UNDERSTAND AND AGREE THAT NO Midas PARTY SHALL HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, ANY LOSS OF PROFITS, LOST DATA, LOSS OF USE OF THE PLATFORM, BUSINESS INTERRUPTION, LOSS OF BUSINESS REPUTATION OR GOODWILL, COSTS OF SUBSTITUTE SERVICES, OR DOWNTIME COSTS SUFFERED BY YOU, YOUR AFFILIATES AND ANY OTHER PERSON AS A RESULT OF, OR ARISING IN CONNECTION WITH, THIS AGREEMENT, EVEN IF YOU, YOUR AFFILIATE OR SUCH OTHER PERSON HAD PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS ARISING. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT TO THE EXTENT SET FORTH IN THIS SECTION AND 13 (b) HEREOF, THE AGGREGATE LIABILITY OF THE Midas PARTIES ANY LOSS INCURRED OR SUFFERED BY YOU, YOUR AFFILIATES OR ANY OTHER PERSON FOR ANY CAUSE WHATSOEVER RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE PLATFORM, AND REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO \$25,000. THE Midas PARTIES SHALL HAVE NO LIABILITY TO YOU IN CONNECTION WITH THE FAILURE BY ANY OTHER PERSON TO PERFORM ANY TRANSACTION EXECUTED VIA THE PLATFORM OR THE FAILURE OF ANY OTHER PERSON TO COMPLY WITH THE TRADING POLICIES AND PROCEDURES OR ITS AGREEMENTS WITH Midas REGARDING ACCESS TO, OR USE OF, THE PLATFORM.

(D) REASONABLE ALLOCATION OF RISK. THE PARTIES HERETO ACKNOWLEDGE THAT THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 12 ARE INTEGRAL TO THE AMOUNT OF FEES PAYABLE BY FOR YOU TO ACCESS AND USE THE PLATFORM, AND THAT, WERE Midas TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS EXPRESSLY SET FORTH HEREIN, SUCH FEES WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER. AS SUCH, YOU AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY SET OUT IN THIS SECTION 12 ARE REASONABLE.

(E) EXCEPTIONS TO LIMITATION OF LIABILITY. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY FOR (I) FRAUD OR FRAUDULENT MISREPRESENTATION; (II) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR (III) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.

13. INDEMNIFICATION

- a) You agree to defend, hold harmless and hereby indemnify Midas and any of its affiliates and delegates from and against any loss, damage, cost, or expense, including legal fees, incurred by or suffered by any Midas Party which arises out of, or relates to, directly or indirectly: (i) Your use (including any use by any of Your authorized Persons) of the Platform, (ii) Your failure to fully and timely perform any of your obligations hereunder, including Your non-performance with respect to any Transaction entered into with a Counterparty, (iii) any of Your representations or warranties made hereunder being, at any time, untrue or incorrect and (iv) any use (whether or not authorized by You) of the Platform by any Person.
- b) Midas agrees to defend, hold harmless, and hereby indemnifies You from and against all damages finally awarded against You and all costs (including reasonable attorneys fees and disbursements)

in respect of any claim, or proceeding (a "Claim") brought by a Person, other than an Affiliate of You, under the laws of the United States of America or under English law, to the extent that it is based on a claim that Your use of the Platform, when used properly for the purposes set out in, and in accordance with the terms and conditions of this Agreement infringes any copyright, patent or trademark of such Person, provided always that (i) You are not in breach of this Agreement (ii) You give Midas full control of any Claim and the authority to settle or otherwise dispose of any such Claim, and to appeal any adverse judgment which may be entered; and (iii) You make no admission regarding or seek to agree to settle, the Claim without the prior written consent of Midas. The indemnity in this Section 13(b) shall not apply to any Claim which arises or results from: (i) any misuse of the Platform by, or on behalf of, You; (ii) any alteration of the Platform by, or on behalf of, You, provided that no infringement would have occurred absent such alteration; (iii) use of the Platform by, or on behalf of, You in combination with apparatus, hardware, software or services not provided, authorized or furnished by Midas, provided that no infringement would have occurred absent such combination; (iv) use of the Platform by, or on behalf of you, You in a manner that violates this Agreement, or in a manner for which the Platform was neither designed nor contemplated. You shall promptly notify Midas in writing of any Claim in which Midas may have obligations under this Section 13(b), provided, however, that Your failure to provide prompt written notice hereunder shall excuse Midas only to the extent that it is prejudiced thereby. You shall act in accordance with the reasonable instructions of the Midas and gives Midas such assistance as it shall require (at the cost and expense of Midas) in respect of the conduct of the defense and/or settlement of such Claim including, without prejudice to the generality of the foregoing, the filing of all court documentation and other court process and the provision of all relevant documents and information. Following receipt of notice of a Claim, Midas may, but is not obliged to (A) modify or replace the Platform (or any part of it) to make it non-infringing; or (B) procure any rights from any Person necessary for You to continue to access and use the Platform without it infringing and, in either case, the foregoing shall be in full satisfaction of its obligations pursuant to this Section 13(b). If Midas is (in its reasonable judgment) unable to exercise any of the options at (A) or (B) above, either party hereto shall be entitled to terminate this Agreement on written notice to the other.

14. FORCE MAJEURE

Any delay in or failure of performance by Midas of its obligations hereunder, will not be considered a breach of this Agreement and will be excused to the extent that such delay or failure is caused by, or occurs in connection with, any event beyond Midas 's reasonable control including government restrictions, exchange or market rulings, suspension of trading, war (whether declared or undeclared), terrorist acts, insurrection, riots or civil unrest, fires, flooding, strikes or other labor disputes, failure of utility services, accidents, adverse weather or other events of nature, acts of God, market conditions or any failure, delay or interruption to any communications network, data processing system, or computer system and Midas shall not be liable to You for any loss, liability, claim, damage or expense resulting, either directly or indirectly, from any such event.

15. NOTICES

Informal reports, statements, notices, and or other communications from Midas may be accessed by You via the Platform. Any formal notice, demand, or other communication given or made under or in connection with the matters contemplated by the Agreement shall be personally

delivered or sent by email or message via any agreed messenger as follows: (i) in the case of notices to Midas (support email), to the attention of the support department; and (ii) in the case of notices to You, to Your current email or messenger account as reflected in Midas records. (You shall notify Midas immediately of any change in Your address by e-mail to dev@midas.investments . Formal notices shall be deemed to have been duly given or made as follows: (A) if personally delivered, upon delivery at the address of the relevant party; in accordance with the above provision, any such notice, demand or other communication would otherwise be deemed to be given or made after 5.00 p.m., such notice, demand or other communication shall be deemed to be given or made at 9.00 a.m. on the next business day.

16. RECORDINGS

You acknowledge and agree that any and all conversations between You and Midas principals, agents, employees, or associates, including the Midas support department at the option and in the sole discretion of Midas be recorded electronically. You further agree to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or preceding that may arise involving You or Midas.

17. DISCLOSURE OF USER INFORMATION

Midas will not share or sell information regarding You, except to its employees, agents, partners, and associates as required in the ordinary course of Midas business conducted on behalf of You or other users. Midas may also disclose to any Governmental Authority or law enforcement authorities information regarding You and Your Transactions in response to a request for such information or in response to an order of a court of competent jurisdiction.

18. TERMINATION

- a) Termination by You. You may terminate this Agreement by giving Midas no less than 5 business days written notice, such notice to be made in accordance with Section 15 above. You shall ensure that, as of the date of termination, You have no pending Transactions or open positions in respect of the Platform.
- b) Termination by Midas. Midas may, in its sole discretion, terminate this Agreement at any time on notice to You, and such termination shall become effective as of the close of business on the day such notice is given.
- c) Consequences of termination. The parties agree that: (i) without prejudice to Your obligation in Section 18(a) above, termination of this Agreement for any reason whatsoever shall not affect Your obligations to Midas and/or any Counterparty under this Agreement with respect to the settlement of any pending Transactions remaining at termination, nor shall it affect any contracts or other Transactions previously entered into by You. (ii) termination of this Agreement for any reason whatsoever shall not affect any rights, liabilities, or obligation of either party incurred prior to the date of the Agreement; (iii) upon the termination of this Agreement for any reason whatsoever: You shall immediately pay any outstanding Fees, or other sums that You owe Midas under this Agreement or otherwise in connection with Your use of the Platform or any Transactions entered into using the Platform; (C) and You shall return or destroy (at Midas 's sole option) all Confidential Information in Your possession or control.

19. BINDING EFFECT

This Agreement, including all authorizations, shall inure to the benefit of Midas and its successors and assigns, whether by merger, consolidation, or otherwise and shall be binding upon You and/or the personal representatives, heirs, executor, administrator, trustee, legatees, legal representative, successors and assigns of You.

20. ASSIGNMENT

You shall not assign this Agreement in any manner without the prior written consent of Midas, and any attempted assignment in violation of this Section 22 shall be null and void. Midas may assign this Agreement to another Person in connection with the transfer of all or part of Midas's assets or business to an Affiliate of Midas or to a third party.

21. INDEPENDENT CONTRACTORS

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party. You agree that the Platform routes and facilitates Your Transaction as You direct and that Midas is not responsible, either in a principal or agent capacity, for monitoring the execution of any Transaction received or transmitted by the Platform.

22. AMENDMENTS; WAIVER

You understand, acknowledge, and agree that Midas may amend or change this Agreement at any time by notifying You of the revised terms of the Agreement. Such amendment or change shall take effect from the date of the notice. Unless otherwise agreed by You and Midas, such notice may be made by any of the means given in Section 15, including, but not limited to notices on the Midas's web-site, official public groups in messengers, and social networks. Your continued use (or any of Your authorized Persons' continued use) of the Platform shall constitute Your acceptance of any such revised terms and conditions of this Agreement. A waiver of any term, provision, or condition of, or consent granted under, this Agreement shall be effective only if given in writing and signed by the waiving or consenting party and then only in the instance and for the purpose for which it is given. No failure or delay on the part of any party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative with and not exclusive of any rights or remedies provided by Law.

23. SEVERABILITY

If any provision of this Agreement is or becomes (whether or not pursuant to any judgment or otherwise) invalid, illegal, or unenforceable in any respect under the Law of any jurisdiction: (i) the validity, legality, and enforceability under the Law of that jurisdiction of any other provision; and (ii) the validity, legality, and enforceability under the Law of any other jurisdiction of that or

any other provision, shall not be affected or impaired in any way thereby. If any provision of this Agreement shall be held to be void or declared illegal, invalid, or unenforceable for any reason whatsoever, such provision shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement and the validity, legality, and enforceability of the remaining provisions shall not be affected.

24. INJUNCTIVE RELIEF

You agree that damages alone would not be an adequate remedy for breach of Sections 3, 4, 8, 9, 10, or 11 of this Agreement or for any unauthorized use by You of any of IP Rights and that Midas shall (subject to the discretion of the court) be entitled, without proof of special damages, to the remedies of injunction, specific performance or any other equitable remedy for any threatened or actual breach of any such Sections or unauthorized use.

25. GOVERNING LAW; JURISDICTION

This Agreement (and any dispute, controversy, proceedings, or claim of whatever nature arising out of or in any way relating to this Agreement or its formation, termination, or performance) shall be governed by and construed in accordance with English law. Each party to this Agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action, or proceedings, and/or to settle any disputes, which may arise out of or in any way related to this Agreement or its formation, termination or performance and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.

26. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the matters covered hereby and supersedes all previous written, oral, or implied understandings between them with respect to such matters.

27. TITLES AND HEADINGS

The headings in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

28. THIRD PARTY RIGHTS

The parties acknowledge and agree that each of Midas's Third Party Technology Provider is given any rights or benefits under this Agreement and that each of them shall be entitled to enforce those rights or benefits against the parties in accordance with the Contracts (Rights of Third Parties) Act 1999. Save as provided in the foregoing sentence of this Section 31, the operation of the Contracts (Rights of Third Parties) Act 1999 is hereby excluded. The parties may vary or terminate this Agreement in such a way as may affect any rights or benefits of any Third Party Technology Provider which are directly enforceable against the parties under the Contracts (Rights of Third Parties) Act 1999 without the consent of such Third Party Technology Provider.

29. CONFIRMATIONS

Transactions executed online will be confirmed online at the time of the Transaction. Reports of the confirmation of Transaction and/or statements of accounts for User shall be deemed correct

and shall be conclusive and binding upon User upon passage of thirty (30) minutes after receipt of the same. Users may object to confirmations solely by contacting Midas via messengers and/or emails. Failure to object shall be deemed ratification by User of all actions taken by Midas or its agents prior to User receipt of such report or statement of account.

30. CONSENT TO ELECTRONIC TRANSMISSION OF ACCOUNT ACTIVITY AND/OR STATEMENT

User hereby consents to receive confirmations and/or account statements (monthly and daily statements) online. Midas will provide Users with a report on user's platform activity. Order confirmations and/or statements are deemed received when made available to User by Midas, regardless of whether the User actually accessed the Platform to view such Order confirmations and/or statements. The User is responsible for alerting Midas to any change in his/her e-mail address and/or contact information. This consent shall be effective until revoked by the User in writing and received and acknowledged by Midas.

31. SIGNATURE OF THE USER

Your access to the platform acknowledges that you have carefully read, in its entirety, and understood this Agreement and that you agree to all of the provisions contained therein.