

Westprocapital

End-User License Agreement

Please read the terms and conditions of this End User License Agreement (hereinafter the "Agreement") carefully before continuing with the Platform installation.

Westprocapital is a technology provider that provides to End Users the functionality of the Westprocapital Trading Platform (hereinafter the "Platform") and the possibility to integrate their investment accounts with the Platform. Westprocapital is a software company and does not provide any financial, investment, brokerage, trading execution or data feed services, nor is it engaged and/or interferes autonomously in a commercial manner in any way in any trading operations. The content of the information available on the Platform is not considered as financial advice and does not constitute investment advice. NodTrade does not undertake to conduct any of Your transactions either as Your counterparty or as Your executing broker and therefore assumes no liability in the event of non-performance (total or partial) or delayed execution related to the use of the Platform.

NodTrade shall not provide to You any kind of investment advice or other investment service. You should consult a professionally skilled and licensed investment advisor before using this application for trading and You should conduct Your own appropriate research and due diligence. NodTrade is in no way responsible for any investing choice You have made on Your own responsibility. NodTrade offers solely the technical means that enable You to adopt trading strategies of other users of the NodTrade Platform based on the assumption that You have consciously chosen to conduct financial transactions with a Broker of Your choice. NodTrade does not recommend/suggest to any user of the Platform any transactions in any financial instrument nor does NodTrade represent that such transactions may be suitable or appropriate for You or any other user.

NodTrade does not have any involvement in the determination and provision of any other Platforms made available to You either by Your Broker nor by any other financial instruments professional or Yourself. The choice of the said Platform shall be made exclusively by You, NodTrade not being liable in relation to said choice. NodTrade is not responsible for any investment decision You will take.

Risk Warning: Trading with actual money has a high level of risk of immediate money loss. You must look into whether You thoroughly comprehend how the several financial Platforms operate and whether You can handle the great danger of loss of money. Trading in financial instruments involves substantial risk and there is always the potential for loss. Your trading results may vary. Because the risk factor is high in the financial market trading, only genuine "risk" funds should be used in such trading. No "safe" trading system has ever been devised, and no one can guarantee profits or freedom from loss. Past performance is not indicative of future results.

Hypothetical performance results have many inherent limitations. No representation is being made that any account will or is likely to achieve profits or losses similar to those shown. In fact, there are frequently sharp differences between hypothetical performance results and the actual results subsequently achieved by any particular trading program.

By using the Platform, You acknowledge that You understand and accept the risks associated with Internet-based trading services including, but not limited to, hardware, software or internet connection related issues, and the potential inability of timely transmission of the relevant communication due to interruptions and/or errors. Since NodTrade does not control signal power, its reception or routing via Internet, the configuration of Your hardware or software, or the reliability of Your Internet connection,

You agree that You are solely responsible for such failures, including communication failures, disruptions, distortions and delays in trading. NodTrade recommends that You should be cautious when You use a mobile device for trading or receiving data from the NodTrade platform. Handheld mobile devices depend on wireless connectivity, are subject to the limitations of mobile data, WiFi and mobile communication networks restrictions, and may not provide You with the same functions as accessing the NodTrade platform from a web browser. NodTrade shall not be liable to any person for any losses, damages, costs or expenses (including, but not limited to, loss of profits, loss of use, direct, indirect, incidental or consequential damages) resulting from the use of a handheld mobile device.

In this Agreement, unless the content otherwise requires the capitalized terms used herein shall be defined as set forth in clause 1 of this Agreement.

This Agreement shall be effective for both individuals and companies, including those users authorized to act on behalf of the legal entity, its staff or other people who use or have access to the Platform on the legal entity's behalf.

This Agreement, and its updates, is the legal binding agreement between You as the End User and NodTrade and it shall apply to the use of the Platform on any of You or any third-party computer on which it is installed, whether by You or a third party.

You can accept this Agreement by clicking on the "Accept" button or by using the relevant link and/or using the Platform.

Your Agreement with NodTrade can also include an agreement as to the Terms of Service (as defined below). The Terms of Service Agreement will contain, among other things, the terms and conditions set out in this Agreement.

For the effective use of the Platform, its components, software additions, online services and Westprocapital' Website You must accept also the applicable Agreement as to the Terms of Service. You may acknowledge the Terms of Service by clicking to accept or consent where this feature is provided to You or as this option may be defined differently, or by using the Platform, its Elements, software upgrades, online services and/or the Westprocapital Website, to which You consent and agree that by such use You agree to be legally bound by the effective terms and conditions.

You understand and consent that by acknowledging the terms and conditions of this Agreement, and the agreement on the terms of service, You are agreeing to be bound by a legally binding agreement. In the event of any potential conflicts between the Terms of Service Agreement and this Agreement, the Terms of Service Agreement will prevail over the relevant Service offered by NodTrade. You can find the applicable version of the current Agreement in the "Legal" section of NodTrade's website at <https://www.westprocapital.com.com>. We strongly suggest that You print and retain a copy of this Agreement for Your files.

By entering into the Agreement, You understand and agree that the electronic means of communication apply in connection with the entering into agreements, placement of orders and the creation of other files, as well as in relation to the delivery of notifications, policies and records of transactions originating or completed via the Platform. Furthermore, You hereby waive any rights or requirements under the laws or regulations of the jurisdictions which require an original non-electronic signature or delivery or retention of non-electronic records, to the extent permitted by applicable mandatory law.

If usage of the Platform is forbidden by applicable law in Your country of residence, You should not install or use the Platform.

1. TERMS AND DEFINITIONS

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

Platform: means the NodTrade software, which is an automated trading system, available as a licensed product to physical and legal persons, allowing an End User to reproduce in his/her trading account held with a Broker (the "Trading Account"), in an automated way and subject to the application of various parameters and limitations, trading signals generated by third parties (the "Signal Providers" or "Traders" or "Leaders"), as further set out in this agreement and explained on the Platform's website. For the avoidance of any misunderstanding any updates, new releases, adjustments, modifications, subcomponents, parallel systems, system codes, protocols, data, API documentation are considered an integrated part of the Platform.

NodTrade: means the registered trademark and software (" Westprocapital Platform"), developed and copyright by Westprocapital International Ltd and with the branch office Westprocapital Technologies Ltd, a software development company and distributed herein by Nod Trade Trade Ltd and/or other Affiliate entities.

Affiliate entity: means any corporation, company or other entity or physical person that controls directly or indirectly or has significant impact on the functioning of Westprocapital.

Agreement: means this End-User License Agreement, and its updated, supplemented and/or altered editions in the future, as in force now or later.

Effective Date: means the date on which this Agreement is entered into by clicking on the, "Accept" or a similar button in according to the above procedure or by Your use of the Platform, either of which happens sooner.

Financial Institution: a third-party legal entity that offers end users (traders) with financial, investment, brokerage, trading or information services in local or international currency or equity markets.

Agreement to terms of service: means the terms and conditions and policies in effect for Your usage of the NodTrade' Software, the Platforms and any NodTrade Website, which are published or stated in furtherance of this Agreement.

IP Rights: means patents, designs, trademarks and trade names (whether registered or unregistered), copyright and related rights, database rights, technical knowhow, trade secrets and confidential information; all other intellectual property rights and similar or equivalent rights throughout the world now or hereafter existing; applications, outstanding applications, extensions and updates in respect of any such rights.

NodTrade' Online Materials: means the Information that is available for You to download from any NodTrade website, and any modifications to it that NodTrade may make in its discretion.

NodTrade' Promotional Materials: means any and all trademarks, names, brands, signs, logos, banners, and any other materials, in any format, belonging to and/or used by NodTrade to market the Company, its Platforms, services and operations.

NodTrade' Staff: means the officers, directors, employees and agents of NodTrade or its Affiliate entities, as well as any other persons employed or engaged by NodTrade or its Affiliate entities.

NodTrade' Website: means all the data and information currently found under the URL, www.westprocapital.com among other URL' s, from which the NodTrade' Platform can be downloaded.

User Account: means account with Login and Password that You register to start using the NodTrade' Platform.

Login: means the recognition code, which, together with the Password, enables You to have access to Your User Account.

Password: means a code You choose, which, combined with the Login, entitles You to have access to Your User Account.

You: means You (physical person or legal entity) as an End User of the NodTrade Platform ('Your' and 'Yours' shall be read and interpreted respectively).

2. LICENSE GRANT AND RESTRICTIONS

- 2.1. License. In accordance with the terms and conditions of this Agreement, NodTrade offers You a limited, across the world, non-exclusive, non-sublicensable, non-assignable, revocable, non-transferable, installation and usage of the Platform on Your electronic devices. This is also for being able to access content and material that is made available in the Westprocapital Platform and further trading in the financial markets via Your trading accounts held in Financial Institutions with which You enter into separate agreements.
- 2.2. This license does not provide You with the right to access any version enhancement or update, or guarantee continuous availability of the NodTrade' Platform. NodTrade may make revisions or modifications, stop providing the NodTrade' Platform, or any of its functionalities, or require You to immediately cease using them, which may result in loss of compatibility, access to functionalities of the NodTrade' Platform or network, system, any NodTrade's Website, servers, tools, information and databases, or other commercial activities related to them, at any time without prior notice.
- 2.3. No Granting of Rights to Third Parties. - The Platform or any of its components should not be sold, assigned, rented, leased, distributed, exported, imported, or given rights to use to any third party by You.
- 2.4. No Platform Alteration. - You agree not to intentionally or unintentionally cause, permit, or authorize the modification, translation into other languages, creation of derivative platforms or services, reverse engineering, decryption, decompiling and/or disassembling of the Platform and any of its components or parts. You also agree not to gain unauthorized access to databases or network protocols or compromise the integrity of the Platform's security system. Furthermore, You must not modify the Platform's Program Interface in any manner. You will always comply with the requirements and specifications related to the design, use, and presentation of the Platform. This provision will remain in effect even after the termination of this Agreement.
- 2.5. Third Party software. - The Platform might include third-party software and technology that is owned or controlled by others, and it may also be integrated into such software and technology. Any use of such third-party software or technology that is incorporated into the Platform will be subject to the terms of this Agreement.
- 2.6. By using third-party software or services, You agree to be bound by their terms and licenses (if any), and You agree to comply with the provider's terms of service/software. The third-party provider is solely responsible for providing its service(s) to You, and You are solely responsible for Your use of them.
- 2.7. NodTrade is not obligated to provide support or maintenance for any third-party software or service. NodTrade also disclaims any liability for any claim arising from or related to the use or

- distribution of third-party software, including claims for direct, indirect, incidental, consequential, or punitive damages. Additionally, NodTrade makes no warranties regarding third-party software, including warranties of merchantability, fitness for a particular purpose, system integration, data accuracy, title, non-infringement, quiet enjoyment, and non-interference.
- 2.8. If any third-party software or technology is distributed with the platform, You must explicitly accept a license agreement with that third party. You acknowledge and agree that You are not entering into a contractual relationship with NodTrade or its Affiliate entities regarding such third-party software, technology, or service. Any rights You have regarding third-party software must be enforced against the applicable third party, not against NodTrade or its Affiliate entities.
- 2.9. The contracting parties acknowledge that Westprocapital is responsible for addressing any claims of Yours or any third party relating to the Licensed Application or Your possession and/or use of that Licensed Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation, including in connection with Licensed Application's use of the HealthKit and HomeKit frameworks by Westprocapital. As far as the matter is concerned, Westprocapital's liability to You is limited to the minimum stipulations of the applicable law.
- 2.10. Any questions, complaints or claims of Yours with respect to the Westprocapital Platform should be directed in the following address to support@westprocapital.com
- 2.11. Exclusive Ownership. You acknowledge and agree that any and all IP Rights in the Platform, NodTrade' Software, any NodTrade' Website, NodTrade' Online Materials and NodTrade' Promotional Materials are and shall remain the exclusive property of NodTrade. Nothing in this Agreement intends to transfer to/or vest in You any such IP Rights.
- 2.12. It is recognized by the parties involved that if any third party asserts that the Licensed Application or Your usage and ownership of the Licensed Application violates their intellectual property rights, Westprocapital will bear full responsibility for investigating, defending, resolving, and fulfilling any intellectual property infringement claims.
- 2.13. The rights to use the licensed Platform, as granted under this Agreement, are restricted and limited solely to You. You are prohibited from taking any action that may jeopardize, limit, or interfere with the IP Rights. It is acknowledged and agreed that any unauthorized use of the IP Rights is a violation of this Agreement and also contravenes the international laws and treaties governing intellectual property, including but not limited to copyright and trademark laws.
- 2.14. The ownership of any third-party content that can be accessed through the use of NodTrade's software, but is not contained within the software, including all titles and intellectual property rights, belongs to the respective content owners. This content may be protected by copyright or other applicable intellectual property laws and treaties. It's important to note that this clause will continue to be in effect even after the termination of this agreement
- 2.15. The contracting parties acknowledge that, in the event of any third-party claim that the Licensed Application or Your possession and use of that Licensed Application infringes that third party's intellectual property rights, Westprocapital will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- 2.16. No Removal of Notices - You are not permitted to alter, obscure, illegibly remove, or modify any notices or indications of NodTrade's IP rights. These notices or indications may be affixed on, contained in, or otherwise connected to any existing materials.
- 2.17. To the best of Your ability, You agree to uphold the value and reputation of NodTrade's software, platform, brand, or name.
- 2.18. NodTrade may deem it fraudulent, inappropriate, or contrary to the terms of the agreement for You to use the platform in any third-party software application.

- 2.19. You agree that the services and platforms You provide or receive using the platform will comply with applicable laws and regulations, including those related to privacy protection and personal data processing. Generally, You shall comply with the legal provisions and shall not engage in illegal or prohibited actions or practices;
- 2.20. You represent and warrant that (i) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.
- 2.21. By using the Platform, You acknowledge and accept that You bear full responsibility for any services or Platforms You provide or receive, and that NodTrade has no obligation or liability to You or any third party in relation to them. NodTrade does not guarantee that the use of the NodTrade Platform will have a positive result or a specific performance for You. Any reference to the performance of transactions carried out by users of the Platform is related exclusively to the past and by accepting these terms You acknowledge that You are aware of such fact. Any reference to the performances of any strategy may not take into account the costs of transactions, such as Broker fees or any other fees applicable to You in the context of this Agreement. You acknowledge and agree that the use of the Platform and NodTrade' Software shall be at Your own risk and account.
- 2.22. You hereby fully agree and unconditionally understand that Your right to use the Platform subject to this Agreement, which may be amended at Westprocapital's sole and absolute discretion. You also undertake that You will comply to the applicable law. Failure to do so, establishes the automatic right of the termination by Westprocapital as cease of the use of the Platform
- 2.23. NodTrade's Promotional Materials, including but not limited to the Content, trademarks, and logos, are not available for Your use under the terms of this Agreement. This provision will remain in effect even after the termination of this Agreement.
- 2.24. NodTrade shall have the right, at any time and under its sole and absolute discretion, to unilaterally change and/or amend the terms and conditions of this Agreement. You agree that any new format of this Agreement which shall be posted on NodTrade's Website shall be considered as sufficient provision of notice for the changes and/or amendments made in such new format and shall become effective as of the date of posting it as aforesaid. It is important for You to regularly check NodTrade's website in order to stay informed about any modifications to the End-User License Agreement or other relevant Terms and Conditions. If You do not accept any alterations made to these legal documents, You must promptly stop using the Platform and, if applicable, the NodTrade Software.
- 2.25. Upon request, You agree to protect, defend, and hold harmless NodTrade, its Affiliate entities, and staff from any and all liability and costs (including reasonable attorney's fees) incurred in connection with or arising from: (a) Your use of the Platform or NodTrade's software, or (b) any breach or violation of the terms and conditions of this Agreement. This provision will remain in effect even after the Agreement has ended.
- 2.26. If You intend to use the Platform in a manner that goes beyond what is expressly stated in this Agreement, You are expressly forbidden from doing so unless and until NodTrade provides You with written permission in the form of a specific license.
- 2.27. Intellectual Property Right
 - 2.27.1. NodTrade retains all intellectual property rights in and to its software, including the Platform and any derivative works created by or for NodTrade, even after the termination of this Agreement, except for any rights that You may have under applicable laws. This clause shall survive the termination of this Agreement. The content of the Platform, trademarks, service

marks, trade names, logos and illustrations are protected by the applicable legislation and You do not acquire any intellectual property rights over them by using the product. Any commercial use or any exploitation, reproduction, modification, storage, copying, duplication, republication, uploading, posting, transmission or distribution in any medium or manner, as well as the display and use on any other website or application, public or private system or electronic retrieval service including text, graphics, video, messages, codes and/or software, of the intellectual property elements without the prior express written consent of Westprocapital is prohibited. You shall not reverse engineer, decompile, disassemble or otherwise modify NodTrade' Software or engage in any other similar activity in relation to NodTrade' Software or any part thereof, without the prior written consent of NodTrade. In addition, You undertake not to knowingly or unknowingly cause, permit or authorize the modification, translation into other languages, creation of derivative Platforms or services, reverse engineering, decryption, decompilation and/or disassembling of the NodTrade' Software and any components and parts thereof, gaining unauthorized access to databases and network protocols and compromising the integrity of the NodTrade' Software security system and modifying the NodTrade' Software Program Interface in any way. Besides, You shall comply with the requirements and specifications relating to design, use and presentation of the NodTrade' Software, at all times.

- 2.27.2. If You are using the Platform on behalf of a business as an employee or director, You acknowledge and agree that You are doing so with the express authorization of the business and that both You and the business will be bound by the Agreement regarding the use of the Platform. You must obtain all necessary consents, permissions, and authority from the business to act on its behalf according to the Agreement, and You represent and warrant that You have obtained such consents, permission, and authority. If You do not have such authority, You do not have a license to use the Platform.
- 2.28. Utilization of Your Computer - The NodTrade Software, including the Platform, may use resources of Your computer or other applicable device for the limited purpose of providing the functionality of the Platform and establishing a connection with the NodTrade Software. NodTrade will protect the privacy and integrity of Your computer resources and communications to the best of its abilities, but it does not provide any warranties in this regard.
- 2.29. NodTrade reserves the right, in its sole discretion, to add additional features or functions or provide programming fixes, updates, and upgrades to the Platform and the NodTrade Software. NodTrade has no obligation to make subsequent versions of the Platform or NodTrade Software available to You.
- 2.30. The Platform may automatically download and install updates necessary for maintaining software compatibility, providing security updates, debugging, or offering new features, functionality, or versions. You agree to receive such updates to continue using the Platform and the NodTrade Software. You may also need to accept an updated agreement if You download, install, or use a new or updated version of the Platform or NodTrade Software.
- 2.31. Suspension -. NodTrade may modify, discontinue, or suspend Your ability to use the Platform or any version of the NodTrade Software at any time and without prior notice, for reasons including repairing, improving, and upgrading the NodTrade Software, legal liabilities for NodTrade, breach of terms and conditions, engaging in fraudulent, immoral, or illegal activities, or other justifiable reasons.

- 2.32. Lawful Purposes - You will use the NodTrade' Software solely for lawful purposes. Generally, You shall comply with the legal provisions and shall not engage in illegal or prohibited actions or practices;
- 2.33. You are prohibited from doing the following: (a) intercepting, monitoring, damaging, or modifying any communication not intended for You; (b) using program codes that distort, delete, damage, or compromise the integrity of NodTrade's software or communication; (c) violating any applicable laws by using NodTrade's software or website; (d) using or distributing material subject to third-party proprietary rights without permission; (e) modifying, translating, creating derivative platforms or services, reverse engineering, decompiling, or disassembling NodTrade's software or any parts, gaining unauthorized access, compromising database integrity or secure network protocols, and compromising software security. This clause will remain valid even after the termination of this agreement.
- 2.34. Privacy policy and personal data protection. - We may collect information about You if You use the NodTrade Platform, software, websites, or their individual functions or services. Our privacy policy and personal data protection apply.
- 2.35. Client's identity - For proof of Your identity and that of any representatives designated by You, NodTrade may rely upon any document that, by law, is regarded as proof of identity of a person or legal entity. NodTrade shall not be responsible for the validity, legal integrity or authenticity of such documents. If You suffer loss by error, misunderstanding, deception or fraud as to the person giving instructions to NodTrade to carry out a specific action, NodTrade shall only be liable for willful misconduct or gross negligence of its executives, employees and agents.
- 2.36. Signature specimens - NodTrade is entitled to receive and keep specimens of Your and Your representatives' signatures, if necessary for the fulfilment of the Service.
- 2.37. Change of data - You shall notify NodTrade on Your own initiative, without delay, of any change of name, contact information (especially e-mail address) and other data You have provided to NodTrade when entering into this agreement, as well as any change regarding the powers of representation granted to other persons (if applicable). You are not entitled to oppose against NodTrade any change of the above data, if such change has not been notified to NodTrade in writing.
- 2.38. Personal Data - Your personal data, as disclosed to NodTrade from time to time, will be stored, processed and disclosed to third parties for the purpose of providing the services and complying with NodTrade's obligations, in accordance with NodTrade's Data Privacy Policy, which is available through the link. When You register on the Platform, Westprocapital Software or sign up for our website's services, we may collect personal information that includes data such as Your name, email address, phone number, or credit card information. "Personal information" refers to any data that can be used to identify You uniquely.
- 2.39. We may gather non-personal information about Your utilization of our Software Applications, Your visits to our websites, or Your use of additional services. This information may include the pages You've viewed, the links You've clicked, and other actions related to Your use of our applications or services. Additionally, we may collect certain technical information regarding Your mobile device or PC, such as Your IP address, device type and model, user-defined device name, operating system type and version, Your time zone and geo location, as well as Your device language and localization information.
- 2.40. The Platform can connect to trade servers of financial companies, and You need to enter into separate agreements with such companies to receive the appropriate services. The Platform may transmit Your personal and payment information to such financial companies to enable the Platform to function or for the financial company to provide You with the relevant services.

- 2.41. We use personal and non-personal information provided to us electronically via the Platform or NodTrade' Software or Websites for a variety of purposes. These purposes include registering users, administering and improving our applications and associated services, analyzing application usage statistics and policies, as well as for other purposes agreed upon in separate agreements or conditions that You have accepted.
- 2.42. Your personal information is also used for communication purposes, such as responding to Your inquiries made through a software application. We also utilize this information to perform statistical analysis and customize content according to usage patterns.
- 2.43. We process personal and confidential data in our company based on legal and fair principles, which are restricted to specific, legitimate objectives. The personal data processing is only applied to data that meets the objectives of such processing. The processed personal data content and volume correspond to the stated processing objectives, and no redundancy of processed data is permitted.
- 2.44. To safeguard personal data during processing, we employ necessary technical and organizational measures to protect it against unauthorized access, destruction, modification, blocking, copying, provision, distribution, and other illegal acts. However, we cannot ensure that your personal information will not be misused by unauthorized parties.
- 2.45. The use of the Platform by You requires the combined use of Your user name and password. You will be asked to provide user name and password upon registration in the Platform that will remain private and strictly confidential. NodTrade will require for the activation of Your access in the Platform a confirmatory email process or any other confirmation process ensuring that the identification data have been sent to/from You. The combined use of the user name and password by You establishes that the use of the Westprocapital Platform and any activity in Your Account (indicatively, choice of Signal Providers, Account settings, manual actions, information on performed transactions, etc.) is made by You. It will be Your responsibility to protect the secrecy of the user-name and password, bearing exclusive liability for any damage suffered as a result of any leaks or use thereof by a third party in any way, with or without Your authorization. You may change the password at any time by following the relevant instructions listed on the website hosting the Platform, without any further disclosure of such change to NodTrade. For the purpose of preventing the use of the Westprocapital Platform by a third party, it is recommended to change Your password on a regular basis. Especially, in case of a leak of the user name or password, You shall immediately notify NodTrade and change the password.
- 2.46. Ensure that Your account passwords are stored securely and avoid sharing Your account information with any third parties. If You suspect any unauthorized access to Your password or any security breaches on our platforms or services, please inform us promptly.
- 2.47. The use of the Platform or any NodTrade' Software or Websites is governed by the terms of the separate NodTrade privacy policy and terms of personal data processing located on the Internet in the Legal section of the NodTrade' website at <https://www.westprocapital.com> Use of the Platform without accepting the terms of the privacy policy and terms of personal data processing and the applicable End User License Agreement is not permitted.
- 2.48. If You do not accept the privacy policy and terms of personal data processing or the current End User License Agreement, You must not download or use our Platform.
- 2.49. The Platform requires an Internet connection for its functionality. You shall be responsible for any and all costs incurred by use of the Internet as a result of Your use of the Platform or the NodTrade' Software.
- 2.50. Given the nature of the NodTrade Platform, as provided through the use of electronic applications, You are required to make use of appropriate technical means (e.g. a computer, internet connection etc.), as well as to have the necessary knowledge for the appropriate

handling of such means. By entering into this agreement and accessing the Westprocapital Platform, You acknowledge and confirm that You have the necessary equipment and sufficient expertise for its proper use.

- 2.51. Representations: By agreeing to this Agreement, You confirm that You have the authority to do so and that You will fulfill all the obligations stated in it. Additionally, You acknowledge that You will adhere to any applicable laws, regulations, and policies related to the use of NodTrade's Software, Platform, and/or Website, without exception.
- 2.52. Indemnification - By agreeing to this clause, You are committing to fully indemnifying, defending, and holding NodTrade, its Affiliate entities, and employees harmless from any and all claims, demands, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses, including reasonable attorneys' fees and costs, whether or not involving a third party claim. These claims may arise from (a) a violation or breach of any term, obligation, representation, warranty or duty contained in this agreement or any applicable law or regulation, whether or not referenced herein, (b) a violation of any rights of a third party, (c) the use or misuse of the platform or NodTrade software, or (d) communication spread by means of the platform or NodTrade software. It's important to note that this clause will continue to be in effect even after the termination of this agreement.
- 2.53. You may use the Platform in any country that is available, provided that it is permitted to be used in this country and in accordance with the terms and conditions of this Agreement.

3. EFFECTIVE TERM, TERMINATION, UPDATES

- 3.1. Effective Term - This agreement is of indefinite duration. The agreement shall take effect after acceptance by You and upon the opening of the Account by NodTrade, and shall be terminated upon the closure of the Account. The Account may be closed either by You, by uninstalling the product provided and that no Fees are outstanding, or in NodTrade's initiative with a reasonable notice or – in the case of inactive accounts – with no notice.
- 3.2. NodTrade shall limit, suspend, or terminate this product license and use of NodTrade' Software, prohibit access to Westprocapital' Website and delete Your User Account and/or Login, with immediate effect, automatically if there is reasonable belief regarding Your breach of the agreement, fraudulent, immoral or illegal and unlawful activities related to You, or for other similar reasons.
- 3.3. Upon termination of this Agreement and the Terms of Service: The License and rights to use the Product and Software are immediately terminated, You are no longer allowed to use the product and You are obliged to immediately remove the Product and NodTrade' Software from all hard drives, servers etc and destroy all copies of NodTrade' Software in Your possession or under Your control.
- 3.4. NodTrade shall have the right, at any time and under its sole and absolute discretion, to unilaterally change and/or amend the terms and conditions of this Agreement. You agree that any new format of this Agreement which shall be posted on NodTrade's Website shall be considered as sufficient provision of notice for the changes and/or amendments made in such new format and shall become effective as of the date of posting it as aforesaid. Your ongoing use of the Product shall mean Your consent to be legally bound by the terms and conditions of the revised Agreement.

4. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- 4.1. No Warranty - You acknowledge that NodTrade has made no express warranty with respect to the NodTrade product and software, which are provided "as is" without any warranty; NodTrade

hereby disclaims all warranties, terms or representations regarding the NodTrade product and software, whether expressed, implied or legal, including without limitation any warranties or conditions of quality, performance or merchantability for a specific purpose. NodTrade does not warrant that NodTrade software will always be available and that its operation will be continuous, on time, accurate, secure and error-free, or that any communication will be complete and precise. Furthermore, NodTrade does not guarantee any connection or transfer of data from the Internet via the NodTrade software.

- 4.2. Your Own Risk. You acknowledge and agree that You assume any and all risks arising out of the use of the Product and NodTrade' Software, to the maximum extent permitted by law. You understand and agree that: NodTrade is a technology provider that provides to End Users the functionality of the Westprocapital Trading Platform (hereinafter the "Platform") and to a number of Brokers and their respective clients the possibility to integrate their investment accounts with the Platform. Westprocapital is a software company and does not provide any financial, investment, brokerage, trading execution or data feed services, nor it is involved and/or interfere in any way in any trading operations. None of the information available in the Product is intended as investment advice.
- 4.3. Neither NodTrade is directly or indirectly involved in any way in any commission-based payments relating to any transactions and You will compensate and hold NodTrade free and harmless from any liability arising from the NodTrade product and software, whether or not involving third party claims. NodTrade does not undertake, by this Agreement to conduct any of Your transactions either as Your counterparty or as Your broker and therefore assumes no liability in the event of non-performance (total or partial) or delayed execution of the signals generated through the Platform.
- 4.4. NodTrade does not have any involvement in the determination and provision of the products made available to You by any Broker, including the applicable leverage and spreads.
- 4.5. In addition to the automated generation of trading signals, the Platform allows You to generate Your own trading signals ("manual" signals), as well as to monitor Your transactions and be informed of their results and of Your positions held with Your Broker in the context of Your Trading Account(s) that are connected with the Platform.
- 4.6. The choice of Your Broker shall be made exclusively by You and Your relationship with such Broker shall be governed by the agreement entered into between You and Your Broker. Entering into such agreements is at Your own and absolute discretion and in no circumstances shall Westprocapital be responsible for Your dealings using this product. In case it is necessary for You, NodTrade shall make available to You, through the website hosting the Platform, a list of the Brokers with which the use of the Platform is compatible, solely for Your convenience, without proposing or suggesting any specific Broker to You.
- 4.7. You acknowledge and agree:
 - The Signal Providers or Leaders neither are related to NodTrade nor have they any professional certifications or titles with relation to financial markets.
 - NodTrade does not intervene in the content of the signals produced by the Signal Providers.
 - The Signal Providers do not have access to and do not take into consideration any of the personal information or the position of the account of any of their respective followers.
 - Monitoring and evaluation of the Signal Providers by NodTrade takes place solely based on their past behavior and will in no case refer to their future behavior or to the achievement of future performance.

- 4.8. Although the Platform replicates the signals of the relevant Signal Provider(s) (after applying any limitations set by You in Your settings), delays in the execution of Your transactions by Your Broker are probable. It is also probable that divergences arise between the prices that any Signal Provider achieves, with respect to his own trades, and the prices that You achieve when following the signals of such Signal Provider, even if Your trades are carried out at the same time as those of the Signal Provider. Such delays and divergences are normally attributable to the structure and function of the market, and particularly to (indicatively):
- a) The time period, even if very short, between the moment a signal is received from the Signal Provider and the moment of the execution of Your trade by Your Broker.
 - b) The overall operation of the financial market, given that there is no single reference price for the participants in such market.
 - c) The special events occurring in the market, such a steep price fluctuation (for example in the case of news announcement), a great volume of transactions waiting to be executed by Your Broker or by Your Broker's liquidity provider.
- 4.9. Volatility or illiquidity in the financial market may also prevent orders from being executed at advantageous prices, or at all.
- 4.10. Therefore, NodTrade does not guarantee:
- An immediate and complete execution of the signals by Your Broker.
 - The matching of the prices at which You carry out any specific trade with those at which the Signal Provider carries out the same trade.
- 4.11. Generally, NodTrade shall not be liable to any person for any losses, damages, costs or expenses (including, but not limited to, loss of profits, loss of use, direct, indirect, incidental or consequential damages) occurring because trades cannot be executed due to market conditions, or from any errors of Your Broker.
- 4.12. By entering into this agreement, You acknowledge that You accept the risks inherent to the performance of transactions in the financial instruments supported by the Platform and provided to You by Your Broker and that NodTrade bears no liability for these risks. In particular You acknowledge:
- i) That You are aware that transactions of financial instruments involve risks causing the reduction of the value of investments.
 - ii) That foreign exchange, and other leveraged financial trading activities involve significant risk of loss. Such activity is not suitable for all investors and You should make sure You understand the risks involved, seeking independent advice if necessary.
 - iii) That Your trading results may vary depending on many factors. Because the risk factor is high in the foreign exchange, and other leveraged financial products, only genuine "risk" funds should be used in such trading. If You do not have the extra capital that You can afford to lose, You should not trade in leveraged products. No "safe" trading system has ever been devised, and no one can guarantee profits or freedom from loss.
 - iv) That hypothetical performance results have many inherent limitations, some of which are described below. No representation is being made that any account will or is likely to achieve profits or losses similar to those shown. In fact, there are frequently sharp differences between hypothetical performance results and the actual results subsequently achieved by any particular trading program. One of the limitations of hypothetical performance results is that they are generally prepared with the benefit of hindsight. In addition, hypothetical trading does not involve financial risk, and no hypothetical trading record can completely account for the impact of financial risk in actual trading. For example, the ability to withstand losses or to adhere to a particular trading program in spite of trading losses are material points which can

also adversely affect actual trading results. There are numerous other factors related to the markets in general or to the implementation of any specific trading program which cannot be fully accounted for in the preparation of hypothetical performance results and all of which can adversely affect actual trading results.

- v) That You are aware and accept the risks arising from the replication of investment strategies of third parties when using the Westprocapital Platform and that past performance posted on the Platform is not indicative of future results.
- 4.13. In this respect, You are required to carefully read the risk disclosure note found in the Risk Disclaimer, before accepting these terms and before commencing the use of the Westprocapital Platform.
- 4.14. NodTrade shall not be responsible for any damage incurred by You (or a third party having any relevant right through You) due to force majeure (including the exercise of the right of strike, the malfunction of computers including the breakdown of computer systems or electronic communications), fraudulent usage of the data stored in its records and servers by third parties, failure of its electronic systems due to malfunctions of the communications' network or malfunctioning of its software and hardware that is not attributable to the lack of maintenance or monitoring, as well as events related to the operation of third parties, such as interruption or suspension or limitation of the activities carried out by Brokers with whom NodTrade cooperates in the context of this agreement or third parties intervening in the course of Your relationships and transactions with Your Broker (exchanges, companies settling transactions, credit institutions etc.) for whatever reason.
- 4.15. NodTrade is not responsible for the actions or omissions of Your Broker or any other third party with respect to the transactions that You carry out with Your Broker for whatever reason.
- 4.16. Neither the information, nor any opinion, trading tools or services contained in this product represent an offer or solicitation by Westprocapital or its Affiliate entities to offer or sell any financial product. Furthermore, such financial products may not be offered or sold to any individual in any jurisdiction in which such activities or sales would be illegal under the relevant jurisdiction's laws relating to securities. Decisions based on the information contained in this product are Your own exclusive responsibility. By using this product, You consent to compensate and indemnify Westprocapital, its officers, directors, employees, Affiliate entities and agents from and against any and all claims, losses, liability, charges and costs (including, but not limited to, legal fees) resulting from Your usage of the product, as described in clause 1 of this agreement, in breach of the terms of the agreement and the Terms of Use or from any decision You have taken as a result of this information.
- 4.17. NodTrade does not guarantee that the use of the Westprocapital Platform will have a positive result or a specific performance for You. Any reference to the performance of transactions carried out by users of the Platform or Signal Providers is related exclusively to the past and by accepting these terms You acknowledge that You are aware of such fact. Any reference to the performances of any Signal Provider may not take into account the costs of transactions, such as Broker fees or any other fees applicable to Your Westprocapital Platform Account in the context of this Agreement.
- 4.18. The trades conducted by Signal Provider on his own trading account may involve amounts greatly different from the amounts allocated by You to each transaction following the Signal Provider's activity. This may itself cause a significantly different result compared to the Signal Provider's profits or losses even if the remaining characteristics of Your positions are the same as the ones of the specific Signal Provider. In addition, particular limitations may be applied to Your trading account by Your Broker, which may not necessarily apply to the Signal Provider at the same time. Such limitations may be due to specificities of the regulatory framework applicable to each Broker or to the Broker's policies. The application of such limitations on Your trading account may lead

to further divergences between the results of the Signal Providers' trades and Your own trades, especially if the Signal Provider's trading account is not subject to the same limitation.

- 4.19. No Liability - You acknowledge and accept that NodTrade, its Affiliate entities, and employees shall not be liable for any consequences resulting from Your use of the NodTrade' Software, as set out herein. Your only right or remedy with regard to any problems or discontent with NodTrade' Software is to uninstall and terminate Your use of NodTrade' Software immediately.
- 4.20. Limitation of Liability - In no case shall NodTrade, its Affiliate entities and its employees be liable, whether in contract, guarantee, tort (including negligence), product liability or any other form of liability for:
- 4.21. Any and all direct, indirect, incidental or consequential losses (including, without limitation, any loss or alteration of data, disruption, computer failure or financial loss) resulting from the use or failure to use the NodTrade product and software;
- 4.22. Any loss of earnings, income or business profits (direct or indirect) resulting from the use or failure to use the NodTrade product and the NodTrade software;
- 4.23. Any loss or damage resulting from or in connection with:
- 4.24. Any disruptions or failures or delays in communication while using the NodTrade' Product and NodTrade' Software;
- 4.25. The suspension or termination of this agreement by You or by NodTrade for any cause;
- 4.26. The launch or refusal to launch new editions of the NodTrade' product and software to You.
- 4.27. This clause shall continue to apply after the termination of this Agreement.
- 4.28. The limitations of NodTrade's liability as set forth in clause 4.20 herein above are valid irrespective of whether such losses or damages were foreseeable or not. This clause shall continue to apply after the termination of this Agreement.
- 4.29. To the furthest extent not forbidden by law, in no case shall NodTrade be liable for personal injury, death, incidental or consequential damages. However, caused regardless of the theory of liability (contract, tort or otherwise).
- 4.30. Limitations on Jurisdiction - Some jurisdictions do not permit some of the exceptions or restrictions listed above, so the aforementioned exceptions or restrictions may not be applicable to You. In these situations, liability will be restricted to the maximum degree allowed by governing law. This clause shall continue to apply after the termination of this Agreement.

5. MISCELLANEOUS

- 5.1. All contractual relationships between NodTrade and You are governed by the laws of Cyprus.
- 5.2. The courts of Cyprus will be competent for any dispute between You and NodTrade arising from this contractual relationship. NodTrade has the discretion to choose any other court having jurisdiction for the exercise of its claims against You.
- 5.3. The terms of this agreement shall only be amended by a written agreement between You and NodTrade (including by way of acceptance by electronic means), without prejudice to the provisions of the following paragraph.
- 5.4. NodTrade shall have the right, at any time and under its sole and absolute discretion, to unilaterally change and/or amend the terms and conditions of this Agreement. You agree that any new format of this Agreement which shall be posted on NodTrade's Website shall be considered as sufficient provision of notice for the changes and/or amendments made in such new format and shall become effective as of the date of posting it as aforesaid.
- 5.5. No waiver - Any delay or omission of NodTrade to exercise any statutory or contractual right, in no way shall be deemed or construed as a waiver of the respective right.

- 5.6. Partial invalidity - In case one or more the terms of this agreement is or becomes unenforceable, it shall not affect the validity and legality of the remaining terms and the remaining provisions shall remain in force.
- 5.7. You shall not assign or transfer in any way to third parties any of Your rights and claims arising from Your relations with NodTrade under this Agreement, unless otherwise agreed in writing.
- 5.8. Entire Agreement - The terms and conditions of this Agreement constitute the entire agreement between You and Westprocapital with respect to the Westprocapital Product and Software and will supersede and supplant all previous communications and arrangements governing such relationships, unless except where they are made as a separate document and executed in written form. No provision of this clause shall exclude or limit liability for fraud or fraudulent representation.
- 5.9. Language - The original English version of the Agreement may have been also translated into other languages. In the event of any inconsistency or discrepancy between the English language edition of the Agreement and any other language edition, the English language edition shall prevail.
- 5.10. Survival - The provisions of this Agreement which expressed to survive or be effective in the event of termination, shall supersede the termination of this Agreement for any reason.
- 5.11. You hereby acknowledge that You have carefully studied this Agreement and fully understand Your legal rights and responsibilities, as well as the terms and conditions set forth in this Agreement. By clicking on the "accept" button and/ or continuing to install the NodTrade' Software or using the NodTrade' Software, You expressly agree to be legally bound by the Terms and Conditions set out herein and give NodTrade the rights set out herein.