

General Terms & Conditions and Important Information ("Terms")

Last updated: December 08, 2017

Please take sufficient time to read this Client Agreement as well as any other additional documentation and information available to you via our Website prior to opening an account and/or carrying out any activity with us. You should contact us for any further clarification, or seek independent professional advice, if necessary.

Introduction

This Client Agreement (the "Agreement") is entered by and between Lingotts (the "Company" or "we" or "us") on the one part and the Client (which may be a legal entity or a natural person) who has completed the Account Opening Application Form and has been accepted by the Company as a Client (the "Client" or "you" or "your") on the other part.

The Company owns and operates the website www.Lingotts.io ("Website") for the provision of investment services and/or activities within the European Economic Area (excluding Belgium) and Switzerland. The Company may also register and operate other websites mainly for promotional and marketing purposes in languages other than English or Spanish.

The Agreement includes, in addition to any Appendices and the "Account Opening Form" completed by the potential client/Client through our Website, any information provided by the Client during the registration procedure.

The Agreement, as amended from time to time, set out the terms upon which the Company will offer Services to the Client and shall govern the relationship between the Parties. By applying to the Company to open a Fintech Account the Client accepts the terms and conditions of the Agreement.

The Client should read all the Agreement and any other letters or notices sent by the Company carefully as well as the various information found on the Website, and make sure that he understands and agrees with all of them before accepting the Agreement.

The Agreement overrides any other agreements, arrangements, express or implied statements made by the Company or any other party unless we, in our sole discretion, determine otherwise.

Any acts, omissions or representations (oral or otherwise) made by you or us (including any of our employees you have dealings with) shall not amend or take priority over the Agreement.

You accept the Agreement during the process of registration as a user of our Services. By accepting the Agreement, you enter into a legally binding agreement with us.

1. License and use of the Fintech Platform

The Fintech Platform is not intended for distribution to, or use by, any person:

1. Who is under the age of 18 years old and/or not of legal competence or of sound mind You will not create more than one personal account.
2. Who resides in any country where such distribution or use would be contrary to local law or regulation
3. Who is not a citizen or resident of the European Economic Area (excluding Belgium) or Switzerland. It should be noted that if at any time it comes to the attention of the Company that a Client has provided untruthful and/or inaccurate and/or misleading information regarding their citizenship and/or their country of residence, the Company is entitled to treat this incident as a greater force event and take any or all the actions estimated.
4. Who is an employee, director, associate, agent, affiliate, relative, or otherwise connected to the Company or any affiliate thereto.

Without derogating from the above, we reserve the right, acting reasonably, to suspend and/or refuse access to and use of the Fintech Platform to anyone in our sole and absolute discretion.

You acknowledge that we may provide the Fintech Platform to other parties, and agree that nothing herein will be deemed or construed to prevent us from providing such services.

If any third-party software is included within or embedded in the Fintech Platform, then such embedded third-party software shall be provided subject to the terms of this Agreement which apply to the Fintech Platform. You shall fully comply with the terms of any Third-Party Licenses that we provide to you from time to time. We provide no express or implied warranty, indemnity or support for the Third-Party Licenses, and will have no liability.

We reserve all rights to the Fintech Platform not expressly granted to you by this Agreement. The Fintech Platform is licensed to you by us and not sold to you. The Fintech Platform, all copies and any derivative works thereof (by whoever created), the associated goodwill, copyrights, trademarks, logos, know how, patents and any intellectual property rights, are and shall remain owned solely by the Company or our licensors. Except for the license expressly granted to you under this paragraph, no other license, right, or interest in any goodwill, trademark, copyright, logo, know how, patent, service mark or other Intellectual Property Right in the Fintech Platform or any part or derivative work thereof is granted or conveyed to you.

You shall take all reasonable steps to:

1. Procure and maintain in proper working order, throughout the term of this Agreement and at your own expense, the hardware, operating environment (including operating system software), backup means and infrastructure necessary for the installation, operation and maintenance of the Fintech Platform (including without limitation uninterruptible power systems and electrical back-up devices)

2. Prevent any virus infections, security breaches, and other disabling events from damaging the Fintech Platform due to your actions or omissions
3. Implement and plan to operate and maintain appropriate protection in relation to the security and control of access to your computer, computer viruses or other similar harmful or inappropriate materials, devices, information or data.

Please inform us in writing if you encounter any problems with the Fintech Platform, or have any suggestions for modifications, design changes and improvements. We shall have the right, but not the obligation, to make modifications to the Fintech Platform based upon your suggestions. Any modifications, design changes and improvements made to the Fintech Platform based on your feedback shall be the undisputed sole property of the Company.

From time to time and at our sole discretion, we shall have the right to add to, modify, or remove any of the Fintech Platform without liability under this Agreement and if we do so we shall use reasonable endeavors to replace any part of the Fintech Platform with an equivalent where practicable.

We make no express or implied representation or warranty:

1. That the Fintech Platform will be available for access all the time, or at any time on a continuous uninterrupted basis (access to the Fintech Platform may be affected, for example, by routine maintenance, repairs, reconfigurations or upgrades)
2. As to the operation, quality or functionality of the Fintech Platform
3. The Fintech Platform will be free of errors or defects
4. The Fintech Platform is free from viruses or anything else that has contaminating or destructive properties including where such results in loss of or corruption to your data or other property. We will not be liable for any data lost or any equipment or software replaced by you because of use of the Fintech Platform.

You:

1. May only use the Fintech Platform for so long as you are authorized to do so
2. May not use the Fintech Platform for any purpose other than for the purpose for which it has been provided under this Agreement
3. Are responsible for the use of the Fintech Platform (including the Account Credentials) by you.

You agree not to:

1. Use the Fintech Platform for illegal or inappropriate purposes
2. (Nor attempt to) interfere with or disrupt the proper operation of our software, hardware, systems or networks, including (but not limited to) not knowingly or negligently transmitting files that may interrupt, damage, destroy or limit the functionality of any computer software, hardware, systems or networks, including corrupted files or files that contain viruses, Trojan horses, worms, spyware or other malicious content
3. Attempt to gain unauthorized access to our computer system or the computer system(s) of any other user, or to parts of the Fintech Platform to which you do not

- have access rights or attempt to reverse engineer or otherwise circumvent any security measures that the Company has applied to the Fintech Platform
4. Take any action which does or may cause the provision of the Fintech Platform to other users to be interrupted or degraded
 5. Convey any false, unlawful, harassing, defamatory, abusive, hateful, racial, threatening, harmful, vulgar, obscene, seditious or otherwise objectionable or offensive material of any kind or nature
 6. Intercept, monitor, damage or modify any communication which is not intended for him
 7. Use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the Fintech Platform or the communication system or any system of the Company

You shall not be entitled to download, save or copy the Fintech Platform

2. Account credentials and security

If we accept you as our Client we shall open an Account in your name which will allow you to start and participate in any Transaction on our Fintech Platform. It is agreed and understood that the Company offers different types of Accounts, which have different characteristics

To access the Account, you will be asked to enter your Account Credentials issued by us to you which are confidential and shall be used solely by you.

You:

1. Are responsible for ensuring that your Account Credentials remain confidential and for taking such other precautions as may be necessary to ensure they cannot be used by any person other than you or your authorized representative and making sure that a third party is not provided access to your computer for example via using team viewer to turn on control on your compute
2. Must notify us immediately if you become aware that your Account Credentials have in any way become compromised or if any third party may be able to access the Fintech Platform
3. You agree we do not have to establish the authority of anyone quoting your Account number or Account Credentials. The use of your Account Credentials by any third party is expressly prohibited.

If we believe that there is likely to be a breach of security, we may require you to change your Account Credentials or suspend your access to the Fintech Platform. We reserve the right to edit, amend or issue you with new Account Credentials or require a change of your Account Credentials at any time by giving notice to you.

You are responsible for ensuring that you alone control access to your Account Credentials, and that no minor or other person is granted access to the Fintech Platform using your Account Credentials. You acknowledge that you are ultimately and solely responsible for all actions on the Fintech Platform through your Registration Data including any unauthorized disclosure of your Account Credentials.

You undertake to immediately notify us immediately first orally and then in writing if you become aware of any loss, theft or use by any other person or entity other than you, of any of your Registration Data, including your Account Credentials. We will then take steps to prevent any further use of such Account Credentials and will issue replacement Account Credentials. You will be unable to place any Orders until you receive your replacement Account Credentials.

If we are informed from a reliable source that your Account Credentials may have been received by unauthorized third parties, we may, at our discretion without having an obligation to you, deactivate the Client Account.

You acknowledge that we bear no responsibility if unauthorized third persons gain access to information, including electronic addresses, electronic communication, personal data and Account Credentials when the above are transmitted between the parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.

You shall indemnify, defend, and hold us harmless from any claim, proceeding, loss or damages based upon any use, misuse, or unauthorized use of the Fintech Platform through your Account Credentials.

3. Application and Registration Data

To use the Fintech Platform and our Services, you must register with us by providing personal details using a third-party digital identity software. After you fill in and submit the Account Opening Application Form together with all Registration Data required by us for our own internal checks, we will send you a notice informing you whether you have been accepted as a Client of the Company. It is understood that we are not to be required (and may be unable under Applicable Regulations) to accept a person as our Client until all Registration Data and other information/documentation we require has been received by us, properly and fully completed by such person and all internal Company checks (including without limitation anti-money laundering checks, appropriateness or suitability tests as the case may be) have been duly satisfied. It is further understood that we reserve the right to impose additional due diligence requirements to accept certain Clients or continue the provision of services to certain Clients. In making such a decision we will have regard to all the circumstances of the case and our internal checks.

Following receipt of your Registration Data you authorize us to use all the information you have provided us with, if we deem fit, to conduct further enquiries about you as we, in our

discretion, may deem necessary or appropriate in the circumstances (for example confirming the identification information, requesting information from third parties including institutions or employers, performing anti-money laundering checks, if necessary). You understand that we may conduct any searches as we deem appropriate at any stage of the relationship and you have the obligation to cooperate with us fully and supply and information required promptly. We may further conduct any searches with other agencies for verifying your identity against any particulars on any database (public or otherwise) to which such third parties have access to.

In the event we become aware of any illegal activity, impropriety in the Registration Data or failure of any due diligence requirement, we may freeze your account. Should such an event occur we may not be able to release funds and may not be able to carry out subsequent instructions from you.

Once logged onto the Fintech Platform using your Account Credentials, you authorize us to rely upon any information or instructions set forth in any data transmission using your Registration Data, without making further investigation or inquiry, and regardless of the actual identity of the individual transmitting the same. Without limitation of the foregoing, we have no responsibility for transmissions that are inaccurate or not received by us, and we may execute any Transaction on the terms received by us.

4. Advice and Commentary

The Company will not advise the Client to give him any form of investment advice and the Client acknowledges that the Services do not include the provision of investment advice in Financial Instruments or the Underlying Markets or Underlying Assets. The Client alone will decide how to handle his Account Transactions and take relevant decisions based on his own judgment.

The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transaction. The Client may wish to seek independent advice before entering into a Transaction.

The Company may, from time to time and at its discretion, provide the Client (or in newsletters which it may post on its Website, or provide to subscribers via its Website or otherwise) with information, news, market commentary or other information but not as part of its Services to the Client

It is understood that market commentary, news, or other information provided or made available by the Company are subject to change and may be withdrawn at any time without notice.

5. Confidentiality

Client information which the Company holds is to be treated by the Company as confidential and will not be used for any purpose other than in connection with the provision, administration and improvement of the Services, anti-money laundering and due diligence

checks, for administration of the Services, for research and statistical purposes and for marketing purposes. Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

You consent to us processing all such information for the purposes of performing under this Agreement and for the purpose of administering the relationship between you and us. You agree we may share your personal information with third parties for these purposes and we may also use the information for analysis and improving our product and services in line with our Privacy Policy.

You agree not to use our confidential information for any purpose other than the purpose for which it is supplied to you under the Client Agreements and agree not to divulge confidential information received from us to any third party, and to prevent its disclosure to or access by any third party without our prior written consent except as may be required by law or any legal or regulatory authority.

You will use a reasonable degree of care to protect our confidential information. This obligation will survive the termination of this Agreement, in respect of a particular item of confidential information, until such earlier time as that item of confidential information reaches the public domain other than through your breach of this term.

6. Deposit and Withdrawals

The Client may deposit funds into the Account at any time during this Agreement. Deposits will be made using ether transactions between an external wallet and a wallet in our Fintech platform. The Company will not accept third party or anonymous payments in the Client Account.

The Company shall have the right to request the Client at any time any documentation to confirm the source of funds deposited into the Client Account. The Company shall have the right to reject a deposit of the Client if the Company is not duly satisfied as to the legality of the source of funds.

If the Client makes a deposit, the Company shall credit the relevant Account of the Client with the deposited amount net of any transfer fees or other charges incurred by the Company.

If the funds sent by the Client are not deposited in the Account when they were supposed to, the Client shall notify the Company and request from the Company to make an investigation of the transfer. The Client agrees that any charges of the investigation may be deducted from his Account. The Client understands and agrees that in order to perform the investigation the Client shall have to provide the Company with the requested documents and certificates.

The Company shall effect withdrawals of Client funds upon the Company receiving a relevant request from the Client in the method accepted by the Company from time to time.

Upon the Company receiving an instruction from the Client to withdraw funds from the Client Account, the Company shall process the Client's request to withdraw funds on the

same day that the request was made, or the next working day if the Client's request is received outside of normal working hours, provided that the following requirements are met:

1. The withdrawal instruction includes all necessary information.
2. The account where the transfer is to be made belongs to the Client.
3. At the moment of payment, the Client's Balance exceeds the amount specified in the withdrawal instruction including all payment charges, if any.
4. There is not great force event which prohibiting the Company from effecting the withdrawal.
5. The Client is fully verified according to Verification guidelines set forth on the Website and/or the present Agreement and/or made available to him/her via email.

It is agreed and understood that withdrawals will only be effected towards the Client. The Company will not to make withdrawals to any other third party or anonymous account.

Withdrawal fees may apply from time to time depending on the Client or type of Account. The applicable fees may be found on the Company's Website.

Mistakes made by the Company during transfer of funds shall be refunded to the Client. It is understood that should the Client provide wrong instructions for a transfer, the Company may be unable to correct the mistake and the Client may have to bear the loss

7. Safeguarding of Client Money

The Company will promptly place any Client money it receives into one or more segregated account(s) (denoted as 'clients' accounts') using Ethereum wallets. It is understood that the Company may keep merchant accounts in its name with payment services providers used to settle payment transactions of its Clients.

According to Applicable Regulations, for the purposes of safeguarding of Client money, the Company:

1. Shall keep such records and accounts as are necessary to distinguish Clients' assets from its own and of other Clients'; such records shall be accurate and correspond to the Client money
2. Shall conduct, on a regular basis, reconciliations between its internal accounts and records and those of any third parties by whom those assets are held.
3. Shall always keep Client money segregated from the Company's own money
4. Shall not use Client money in the course of its own business.
5. Shall take the necessary steps to ensure that Client money deposited with an institution are held in an account(s) identified separately from any accounts used to hold funds of the Company.
6. Shall introduce adequate organizational arrangements to minimize the risks of the loss or diminution of Client money, as a result of misuse, fraud, poor administration, inadequate record keeping or negligence.

The Company shall not account to the Client for profits or interest earned on Client money (other than profit gained through trading Transactions from his Account(s) under this Agreement) and the Client waives all right to interest.

The Company may deposit Client money into Ethereum stacking deposits and will be allowed to keep any interest.

8. Amendments

The Company may also change any terms of the Agreement for any of the following reasons:

1. Where the Company reasonably considers that the change would make the terms of the Agreement easier to understand or the change would not be to the disadvantage of the Client.
2. To cover the involvement of any service or facility the Company offers to the Client. To cover the introduction of a new service or facility. To cover the replacement of an existing service or facility with a new one or the withdrawal of a service or facility which has become obsolete, or has ceased to be widely used, or has not been used by the Client at any time in the previous year, or it has become very expensive for the Company to offer.
3. To enable the Company to make reasonable changes to the services offered to the Client as a result of changes in the financial system, technology or the systems or Platform used by the Company to run its business or offer the Services hereunder.

As long as the Client is able to end the Agreement without charge, the Company may change any of the terms of the Agreement for any serious reason of this Client Agreement.

For any change made, the notice of the Company shall be a Written Notice including a post on the Company's Website. For any other change of the Client Agreement the Company, where the Company elects to provide such Written Notice via a post on the Website, the Company shall also provide the said Written Notice with an additional means of Written Notice.

The Company shall have the right to review its costs, fees, charges, commissions, financing fees, swaps, trading conditions, execution rules, roll over policy and trading times, found on the Company's website and/or Platform, from time to time. Such changes shall be displayed on the Website and/or the Platform while the Client is responsible to check for updates regularly. In the absence of a great force event and unless otherwise agreed in the Agreement, the Company shall be providing the Client with advance notice on its Website of at least five (5) Business Days. The Client shall be treated as accepting the change on that date unless, before then, the Client informs the Company that the Client wishes to terminate the Agreement and not accept the change. The Client shall not have to pay any charges because of terminating in this case, other than costs due and payable for Services offered until the termination. Therefore, the Client acknowledges and understands that he is obliged to familiarize himself with Fees Schedule available on the Website prior to instructing the Company to make any Transactions.

9. Termination and results of termination

The Agreement shall take effect and commence upon the receipt by the Client of a notice sent by the Company informing the Client that he has been accepted as the Company's Client or that an Account has been opened for him.

Without prejudice to the Company's rights under this Agreement to terminate it immediately without prior notice to the Client, the Company may terminate this Agreement with immediate effect by giving at least seven (7) Business Days Written Notice to the Client. The Client shall have the right to terminate this Agreement with immediate effect by giving at least seven (7) Business Days Written Notice to the Company.

Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including (but without limitation) all outstanding costs and any other amounts payable to the Company, any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement.